

**IN THE FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
B E T W E E N:**

**THE MAYOR AND BURGESSES OF  
LONDON BOROUGH OF LAMBETH**

**Applicant**

**- And -**

**FLATS 1 – 8, 101 LARKHALL RISE, SW4 6HR**

**Respondents**

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**APPLICANT BUNDLE**

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Property Chamber  
London Residential Property  
First-tier Tribunal  
10 Alfred Place  
London WC1E 7LR

OUR REF: HOS/LIT/ASTEPANYAN/LARKHALLWALL/686496

DATE: 01 April 2021

Dear Sir/Madam,

**RE: APPLICATION FOR DISPENSATION OF S20 REQUIREMENTS**

We enclose the following for filing:

1. Application for dispensation of major works for Flats 1 - 8, 101 Larkhall Rise, SW4 6HR
2. The list of Respondents
3. Sample lease

The Applicant intends to serve the application to all Respondents by first-class post and respectfully request that the requirements to display a copy of the application in a prominent place in the common parts of the property is dispensed with.

Yours sincerely,

**Aleksandr Stepanyan**  
**Litigation Officer**  
Telephone: 020 7926 3031  
Email: [AStepanyan@lambeth.gov.uk](mailto:AStepanyan@lambeth.gov.uk)

# Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985

Section 20ZA of the Landlord and Tenant Act 1985

**It is important that you read the notes below carefully before you complete this form.**

This is the correct form to use if you want to ask the Tribunal to dispense with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 and in the Service Charges (Consultation Requirements)(England) Regulations 2003.

**A fee is payable for this application (see section 13 for Help with Fees).**

Applications should be sent as a Microsoft Word document by **email** to the relevant regional tribunal address shown in the Annex to this form. You must also send by email **the documents listed in section 13 of this form**. If you cannot access email or find someone to assist you in lodging your application by email, then a paper application will be acceptable although there may be a delay in dealing with this. Sending an application on paper will not be suitable in urgent cases.

You can now pay the **the fee (if applicable) by an on-line banking payment or by cheque/postal order enclosed with the application form.**

**If you want to be sent online banking payment details by email, please tick this box**

Please make sure a copy of the application is served on the other party/parties to the application. If you are unable to serve a copy on the other party/parties, please bring this to the tribunal's attention in the covering email or if sending by post in a covering letter.

**Please do not send any other documents.** When further evidence is needed, you will be asked to send it in separately.

**If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use please contact the appropriate regional office.**

If you are completing this form by hand please use **BLOCK CAPITAL LETTERS**.

**1. DETAILS OF APPLICANT(S) (if there are multiple applicants please continue on a separate sheet)**

Name:

Capacity:

Address (including postcode):

Address for correspondence (if different from above):

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name:

Reference no. (if any)

Address (including postcode):

Telephone:

Day:  Mobile:

Email address:  Fax:

**2. ADDRESS (including postcode) of SUBJECT PROPERTY (if not already given)**

**3. DETAILS OF RESPONDENT (S) the person against whom an applicant seeks determination from the tribunal – this will only be the landlord’s managing agent if they are a party to the lease. If there are multiple respondents, please continue on a separate sheet.**

Name:

Capacity:

Address (including postcode):

Reference no. for correspondence (if any)

Address for correspondence (if different from above):

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

**Note:** If this is an application by a landlord, then usually all tenants liable to pay a service charge for the costs in question should be joined as respondents. If tenants are not joined in this way, the landlord should provide the Tribunal with a list of the names and addresses of service charge payers. If this is not possible or is impractical, then a written explanation must be provided with this application.

If you are the landlord/management company making the application please omit, if known, the telephone/fax numbers and email address of the respondent(s) when completing Box 4 and include them on a separate sheet. This is because the application form may be copied by the tribunal to other appropriate persons (e.g. other service charge paying leaseholders in the building or development).

**4. BRIEF DESCRIPTION OF BUILDING (e.g. 2 bedroom flat in purpose built block of 12 flats)**

Mixed tenure building with 8 flats consisting of 1 & 2 bedroom flats. There are 5 leasehold flats.

## 5. DETAILS OF LANDLORD (if not already given)

Name:

Address (including postcode):

Reference no. for correspondence (if any)

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

## 6. DETAILS OF ANY RECOGNISED TENANTS' ASSOCIATION (if known)

Name of Secretary

Address (including postcode):

Telephone:

Day:  Evening:  Mobile:

Email address:  Fax:

## 7. DISPENSATION SOUGHT

Applicants may seek a dispensation of all or any of the consultation requirements in respect of either qualifying works or long-term agreements.

Does the application concern qualifying works?  Yes  No

If Yes, have the works started/been carried out?  Yes  No

Does the application concern a qualifying long-term agreement?  Yes  No

If Yes, has the agreement already been entered into?  Yes  No

For each set of qualifying works and/or qualifying long-term agreements please complete one of the sheets of paper entitled ' **GROUNDS FOR SEEKING DISPENSATION** '

## 8. OTHER APPLICATIONS

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application?

Yes  No

If Yes, please give details

No related or similar applications.

## 9. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ('A paper determination').

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate.

Yes  No

**Note:** Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

## 10. TRACK PREFERENCES

We need to decide whether to deal with the case on the Fast Track or the Standard Track (see Guidance Note for an explanation of what a track is). Please let us know which track you think appropriate for this case.

Fast Track  
 Standard Track

Is there any special reason for urgency in this case?

Yes  No

If Yes, please explain how urgent it is and why:

### Note

The Tribunal will normally deal with a case in one of three ways: on paper (see section 10 above) or 'fast track' or 'standard track'. The fast track is designed for cases that need a hearing but are very simple and will not generate a great deal of paperwork or argument. A fast track case will usually be heard within 10 weeks of your application. You should indicate here if you think your case is very simple and can be easily dealt with. The standard track is designed for more complicated cases where there may be numerous issues to be decided or where for example, a lot of documentation is involved. A standard track case may involve the parties being invited to a Case Management Conference which is a meeting at which the steps that need to be taken to bring the case to a final hearing can be discussed.

## 11. AVAILABILITY

If there are any dates or days we must avoid during the next four months (either for your convenience or the convenience of any expert you may wish to call) please list them here.

Please list the dates on which you will NOT be available:

## 12. VENUE REQUIREMENTS

Please provide details of any special requirements you or anyone who will be coming with you may have (e.g. the use of a wheelchair and/or the presence of a translator):

N/A

Applications handled by the London regional office are usually heard in Alfred Place, which is fully wheelchair accessible. Elsewhere, hearings are held in local venues which are not all so accessible and the case officers will find it useful to know if you or anyone you want to come to the hearing with you has any special requirements of this kind.

## 13. CHECKLIST

**Please check that you have completed this form fully. The Tribunal will not process your application until this has been done. Please ensure that the following are enclosed with your application and tick the appropriate box to confirm:**

- A copy of the lease(s).
- A statement that service charge payers have been named as respondents or a list of names and addresses of service charge payers

### EITHER

A crossed cheque or postal order made out to HM Courts and Tribunal Service for the application fee of £100 (if applicable) is enclosed. **Please write your name and address on the back of the cheque or postal order. Please also send a paper copy of your application with your cheque or postal order, regardless of whether you have already emailed the application.**

### OR

You have ticked the box at the top of this form to say you want the relevant regional tribunal office to send you details on how to pay the application fee of £100 by on-line banking. **The unique payment reference the tribunal office supplies MUST be used when making your on-line banking payment.**

**DO NOT send cash under any circumstances. Cash payment will not be accepted.**

**Please note where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.**

### Help with Fees

If you think you may be entitled to a reduced fee, the guide EX160A 'Apply for help with court, tribunal and probate fees' outlines how you can submit an application for Help with Fees.

You can submit your Help with Fees application online at [www.gov.uk/help-with-court-fees](http://www.gov.uk/help-with-court-fees) or by completing the form EX160 'Apply for help with fees'. You can get a copy of the 'Apply for help with fees' form online at [www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees](http://www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees) or from your regional tribunal office.

**Leasehold 5** Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985 (08.20)



If you have completed an online application for Help with Fees please enter the reference number you have been given here.

H	W	F	-				-			
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If you have completed form EX160 "Apply for Help with Fees" it must be included with your application.

The 'Apply for help with fees' form will not be copied to other parties

#### 14. STATEMENT OF TRUTH

**The statement of truth must be signed and dated.**

**I believe that the facts stated in this application are true.**

**Signed:** Aleksandr Stepanyan \_\_\_\_\_ **Dated:** 01/04/2021 \_\_\_\_\_

#### GROUNDINGS FOR SEEKING DISPENSATION

**Please use the space below to provide information mentioned in section 7 of this form.**

You will be given an opportunity later to give further details of your case and to supply the Tribunal with any documents that support it. At this stage you should give a clear outline of your case so that the Tribunal understands what your application is about. Please continue on a separate sheet if necessary.

1. Describe the qualifying works or qualifying long-term agreement concerned, stating when the works were carried out or planned to be carried out or in the case of a long-term agreement, the date that agreement was entered into or the proposed date it is to be entered into.

Please see Applicant's submissions attached

2. Describe the consultation that has been carried out or is proposed to be carried out.

Please see Applicant's submissions attached

3. Explain why you seek dispensation of all or any of the consultation requirements.

Please see Applicant's submissions attached

## ANNEX: Addresses of Tribunal Regional Offices

### NORTHERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, 1<sup>st</sup> Floor, Piccadilly Exchange, Piccadilly  
Plaza, Manchester M1 4AH

**Telephone:** 01612 379491

**Fax:** 01264 785 128

**Email address:** [RPNorthern@justice.gov.uk](mailto:RPNorthern@justice.gov.uk)

**This office covers the following Metropolitan districts:** Barnsley, Bolton, Bradford, Bury, Calderdale, Doncaster, Gateshead, Kirklees, Knowsley, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Oldham, Rochdale, Rotherham, St. Helens, Salford, Sefton, Sheffield, Stockport, Sunderland, Tameside, Trafford, Tyne-side (North & South), Wakefield, Wigan and Wirral.

**It also covers the following unitary authorities:** Hartlepool, Middlesbrough, Redcar and Cleveland, Darlington, Halton, Blackburn with Darwen, Blackpool, Kingston-upon-Hull, East Riding of Yorkshire, Northeast Lincolnshire, North Lincolnshire, Stockton-on-Tees, Warrington and York.

**It also covers the following Counties:** Cumbria, Durham, East Cheshire, Lancashire, Lincolnshire, Northumberland, North Yorkshire and West Cheshire.

### MIDLAND REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Centre City Tower, 5-7 Hill Street,  
Birmingham, B5 4UU

**Telephone:** 0121 600 7888

**Fax:** 01264 785 122

**Email address:** [RPMidland@justice.gov.uk](mailto:RPMidland@justice.gov.uk)

**This office covers the following Metropolitan districts:** Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

**It also covers the following unitary authorities:** Derby, Leicester, Rutland, Nottingham, Herefordshire, Telford and Wrekin and Stoke-on-Trent.

**It also covers the following Counties:** Derbyshire, Leicestershire, Nottinghamshire, Shropshire, Staffordshire, Warwickshire and Worcestershire.

### EASTERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Cambridge County Court, 197 East Road  
Cambridge, CB1 1BA

**Telephone:** 01223 841 524

**Fax:** 01264 785 129

**Email address:** [RPEastern@justice.gov.uk](mailto:RPEastern@justice.gov.uk)

DX 97650 Cambridge 3

**This office covers the following unitary authorities:** Bracknell Forest, West Berkshire, Reading, Slough, Windsor and Maidenhead, Wokingham, Luton, Peterborough, Milton Keynes, Southend-on-Sea and Thurrock.

**It also covers the following Counties:** Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

### SOUTHERN REGION

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, Havant Justice Centre, The Court House,  
Elmleigh Road, Havant, Hants, PO9 2AL

**Telephone:** 01243 779 394

**Fax:** 0870 7395 900

**Email address:** [RPSouthern@justice.gov.uk](mailto:RPSouthern@justice.gov.uk)

**This office covers the following unitary authorities:** Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton and Hove, Portsmouth, Southampton and the Isle of Wight.

**It also covers the following Counties:** Cornwall and the Isles of Scilly, Devon, Dorset, East Sussex, Gloucestershire, Hampshire, Kent, Somerset, Surrey, West Sussex and Wiltshire.

## **LONDON REGION**

HM Courts & Tribunals Service  
First-tier Tribunal (Property Chamber) Residential  
Property, 10 Alfred Place, London WC1E 7LR

DX 134205 Tottenham Court Road 2

**This office covers all the London boroughs.**

**Telephone:** 020 7446 7700

**Fax:** 01264 785 060

**Email address:** [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

To receive a paper copy of this privacy notice, please call 0300 123 1024/ Textphone 18001 0300 123 1024.

**List of Respondents**

**Subject Address**

**Respondent & Correspondence Address**

[REDACTED]

**IN THE FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
B E T W E E N:**

**THE MAYOR AND BURGESSES OF  
LONDON BOROUGH OF LAMBETH**

**Applicant**

**- And -**

**FLATS 1 – 8, 101 LARKHALL RISE, SW4 6HR**

**Respondents**

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**APPLICANT'S SUBMISSIONS**

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**INTRODUCTION**

1. This is an application for an unconditional retrospective dispensation of part of the consultation requirements prescribed under section 20 of the Landlord and Tenant Act 1985 (“**the 1985 Act**”) pursuant to section 20ZA of the 1985 Act.
2. The Applicant (“**the Council**”) submits that it would be reasonable to dispense with the said consultation requirements because the Respondents have not suffered any relevant prejudice, by result of the Council’s to comply with the said requirements, and/or will not suffer any relevant prejudice, if an unconditional dispensation is granted.

3. The sole reason for the Council's inability to comply with the relevant consultation requirements was due to the emergency nature of these works. In any case, the Respondent would not be: (i) contributing towards inappropriate works; or (ii) contributing more than would be appropriate – see paragraph [44] in the judgment of *Daejan Investments Limited v Benson and others* [2013] UKSC 14.

## **BACKGROUND FACTS**

4. The Respondents are leaseholders of properties within Flats 1-18, 101 Larkhall Rise, London, SW4 6HR (“the Building”). The building is a residential block consisting of 8 properties. There are 5 leasehold flats, which will ultimately be liable for an element of the rechargeable block cost.
5. The Applicant is seeking retrospective dispensation from part of the consultation requirements that requires the landlord to give leaseholders 30 days in which to provide observations before starting works.
6. The qualifying works relate to the safe demolition of the boundary wall attached to the Building. The wall presented as a collapse risk due to a noticeable tilt at a routine site visit by Housing Officer Frances Hinderks on 16 October 2020. Following the visit, she raised the following works order:

*2781313/1 LARKHALL RISE 101 - Larkhall Rise (101), Larkhall Rise, London, SW4 6HR LE. TAKE DOWN AND REBUILD FLANK WALL FACING CUBITT TERRACE CONSERVATION AREA WALL MAY BE PROTECTED STRUCTURE - REBUILD USING ORIGINAL BRICKS POTENTIAL H&S HAZARD.*

7. A quote from our QLTA responsive repairs contractors (Morrisons Ltd) was initially received for the take-down and rebuild of the wall. The take-down works began on 10 November 2020.
8. The works were a genuine emergency as the wall presented an imminent risk of collapse, and shortly before the works began, the wall had in fact collapsed. Bricks and rubble landed dangerously both on the grounds of the Building and on the public pavement opposite, posing a health and safety hazard requiring an emergency response.

9. However, the intervention of the Applicant's Litigation Team ensured that only the emergency take-down element of the works would progress without consultation. A retrospective quote for the take-down element only was requested, and it was received on 10 February 2021 in the amount of £6,877.94. The Applicant is currently in the process of adhering to the consultation requirements for the non-emergency element of the works, namely the rebuild.

### **CONSULTATION**

10. A justification report was produced dated 11 December 2020, to justify the need for the works and it provided reasons why these works are of an emergency nature (**AS/1**).

11. The Council took all reasonable steps to inform the Respondents of the nature and reasons of the works through providing an informal notice dated 15 December 2020 (**AS2**). The letter informed the Respondents that the Applicant is unable to comply with the consultation requirements due to the emergency nature of the works, and that retrospective dispensation would be sought.

### **NO RELEVANT PREJUDICE**

12. Under section 20ZA(1) of the Act, the Tribunal may dispense with the statutory consultation requirements if satisfied that it is reasonable to do so. The Supreme Court provided further guidance in *Daejan Investments Ltd v Benson* [2013] UKSC 14; [2013] 1 WLR 854:

13. Sections 19 to 20ZA of the Act are directed to ensuring that lessees of flats are not required to pay for unnecessary services or services which are provided to a defective standard or to pay more than they should for services which are necessary and provided to an acceptable standard. [42]

14. On that basis, the Tribunal should focus on the extent to which lessees were prejudiced by any failure of the landlord to comply with the consultation requirements. [44]

15. Where the extent, quality and cost of the works were unaffected by the landlord's failure to comply with the consultation requirements, an unconditional dispensation should normally be granted. [45]



16. Dispensation should not be refused just because a landlord has breached the consultation requirements. Adherence to the requirements is a means to an end, not an end in itself and the dispensing jurisdiction is not a punitive or exemplary exercise. The requirements leave untouched the fact that it is the landlord who decides what works need to be done, when they are to be done, who they are to be done by and what amount is to be paid for them. [46]
17. The financial consequences to a landlord of not granting dispensation and the nature of the landlord are not relevant. [51]
18. Sections 20 and 20ZA were not included for the purpose of transparency or accountability. [52]
19. Whether or not to grant dispensation is not a binary choice as dispensation may be granted on terms. [54, 58, 59]
20. The only prejudice of which a lessee may legitimately complain is that which they would not have suffered if the requirements had been fully complied with but which they would suffer if unconditional dispensation were granted. [65]
21. Although the legal burden of establishing that dispensation should be granted is on the landlord, there is a factual burden on the lessees to show that prejudice has been incurred. [67]
22. Given that the landlord has failed to comply with statutory requirements, the Tribunal should be sympathetic to the lessees. If the lessees raise a credible claim of prejudice, the Tribunal should look to the landlord to rebut it. Any reasonable costs incurred by the lessees in investigating this should be paid by the landlord as a condition of dispensation. [68]
23. The lessees' complaint will normally be that they have not had the opportunity to make representations about the works proposed by the landlord, in which case the lessees should identify what they would have said if they had had the opportunity. [69]
24. The Council reminds the Tribunal that the right to be consulted is not a free standing right, and the statutory consultation requirements are a means to an end, not an end in themselves (per paragraphs [78] and [46] in *Daejan Investments*).

25. It is submitted that, in the circumstances, it would be reasonable to dispense with any/all of the consultation requirements under section 20ZA of the 1985 Act, as neither the Council's inability to comply with the said requirements nor an unconditional dispensation caused and/or will cause the Respondents any relevant prejudice.

### **CONCLUSION**

26. The Council has a fiduciary duty to both its periodic tenants and long lessees to recover sums due to it. These sums are, *inter alia*, applied to important public services provided by the Council (which are of special significance especially during times of national crises, such as the present Covid-19 pandemic). That is why the Council is making this present application.

27. The sole reason for the Council's failure to comply with the relevant consultation requirements was due to the emergency nature of these works. The costs of the said works are recoverable under the terms of the Respondents lease.

28. Accordingly, the Council respectfully requests that the Tribunal grant this application pursuant to section 20ZA of the 1985 Act.

### **STATEMENT OF TRUTH**

The Applicant believes that the facts stated in these submissions are true.

I am duly authorised by the Applicant to sign this statement.

Full name: Aleksandr Stepanyan

Signed: *Aleksandr Stepanyan*

Position or office held: Litigation Officer

Dated: 01/04/2021

**Applicant**

IN THE FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
B E T W E E N:

THE MAYOR AND BURGESSES OF  
LONDON BOROUGH OF LAMBETH

Applicant

- And -

FLATS 1 – 8, 101 LARKHALL RISE, SW4 6HR

Respondents

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AS/1

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## JUSTIFICATION REPORT FOR EMERGENCY/URGENT WORKS

### NOTES - PLEASE READ BEFORE COMPLETING

1. The law requires the Council to consult leaseholders before doing any works that will cost them more than £250 for any one leaseholder. This means serving a Section 20 Notice.
2. If the Council breaches this requirement, it will not be able to recover any more than £250 from any leaseholder.
3. In certain circumstances, where the works are an emergency and required urgently the Court will allow the Council to recover more than £250 – even if they failed to obey the consultation requirements. To request a dispensation from the Court the Council must make a formal written application.
4. Therefore, it is very important that you fill this form out correctly, in order for the Council to consider whether this case falls into those circumstances where the Council will be able to apply for dispensation.
5. If the works are an emergency and required urgently – then you may have to provide a Witness Statement to explain why, in support of the Council's application. This document will form the basis of that statement.
6. If you have any questions and/or need assistance filling out this form – please contact the **Litigation Team** on 020 7926 3031.

DATE FORM COMPLETED:	11/12/2020
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### SECTION 1

PROJECT MANAGER DETAILS		
1.	Name:	Lee Elmer
2.	Position/Job Title:	Surveyor
3.	Email:	lelmer@lambeth.gov.uk
4.	Telephone:	020 7926 5879
5.	Directorate:	Repairs

### SECTION 2

PROPERTY DETAILS		
6.	Property/Block/Estate Affected: <i>(including full address and postcode)</i>	101 Larkhall Rise

7.	Type of Building: <i>(i.e. High Rise / Low Rise / Converted On-Street etc.)</i>	<b>On street</b>
8.	Number of Properties/Flats /Dwellings:	<b>8</b>

### SECTION 3

NATURE OF THE PROBLEM/ISSUE		
9.	What is the problem/issue and why is it considered to be an emergency?	<p><i>Please provide as much detail as possible including all the reasons why it is an emergency.</i></p> <p><b>Boundary wall at 101 Larkhall rise has stepped out due to mature trees along the wall, the wall is likely to collapse and is a danger to the public as it is on a road.</b></p>
10.	Can a temporary fix be carried out to allow full consultation?  If not, why not.	<b>No the works can be done in stages, 1<sup>st</sup> stage erect temporary fencing and take down the wall and save as many bricks as possible.</b>
11.	When was it first reported /identified?	<b>October 2020</b>
12.	Has a survey /investigation been carried out?  If yes, when and by whom	<p><i>Please provide as much detail as possible and attach all relevant emails, reports and surveys.</i></p> <p><b>Site visit carried out by the NHO and contractor on 18/11</b></p> <p><b>Frances Hinderks NHO and Ernest Mazur from Morrison</b></p>
13.	Have any other steps been taken to date?  If yes, what steps, when and by whom.	<b>Erect temporary fencing and begin to take down wall by contractor Morrison on 10/11/2020</b>
14.	Any other relevant information/ history?	<b>N/A</b>

**SECTION 4**

NATURE OF THE PROPOSED WORK/REMEDY/REPAIR		
15.	What is the proposed scope of works to remedy /repair the problem/issue?	<b>Rebuild boundary wall</b>
16.	Who are the contractors?	<b>Morrison</b>
17.	Are works to be carried out under a qualifying long-term agreement?  If yes, which contract do these works fall under.	<b>Yes Morrison under responsive repairs</b>
18.	Has a Work Order been raised?  If yes, provide the Work Order Number.	<b>Yes</b>  <b>2781313/1</b>
19.	What is the estimated cost of the proposed works?  Please attach any quotes received.	<b>32,595.76</b>  <b>Quote revised by Nick O'Flaherty</b>

## **SECTION 5**

URGENCY							
20.	Can you wait 35 days before starting the proposed works:	<b>YES</b> <input type="checkbox"/> (now go to Section 6)	<b>NO</b> x (Answer the questions below)				
21.	Why can you not wait 35 days?	<b>Due to the dangerous nature of the wall works are in progress.</b>					
22.	What is the longest period you can wait before starting the works?	<b>0 – 5 days</b> x	<b>5 – 10 days</b> <input type="checkbox"/>	<b>10 – 14 days</b> <input type="checkbox"/>	<b>14 – 21 days</b> <input type="checkbox"/>	<b>21 – 28 days</b> <input type="checkbox"/>	<b>28 – 35 days</b> <input type="checkbox"/>
23.	Have you identified any health & safety or other potential risks/ consequences of delaying the work:  If yes, provide details	<b>No</b>					

## **SECTION 6**

COMMUNICATION WITH LEASEHOLDERS	
24.	Have you or any member of your team had any communication/ interaction with any leaseholders?  <b>Frances Hinderks will be contacting leaseholders</b>

	If yes, provide full details including dates & names	
25.	Have any leaseholders provided their consent?  If yes, provide details including dates & names	<b>No</b>

## **SECTION 7**

ANY OTHER RELEVANT INFORMATION		
26.	Is there any other relevant information HOS need to know or that you would like to add?	<b>No</b>

I confirm that I have: *(please tick)*

- Read and considered all the questions above**
- Provided all the relevant information requested above**
- Attached any relevant surveys; Reports; Work Orders and Quotes**
- Sent a completed copy of this form to [RAhmed3@lambeth.gov.uk](mailto:RAhmed3@lambeth.gov.uk); [hkrara@lambeth.gov.uk](mailto:hkrara@lambeth.gov.uk); [krabby@lambeth.gov.uk](mailto:krabby@lambeth.gov.uk)**

SIGNED:

NAME:	<b>Lee Elmer</b>
POSITION:	<b>Surveyor</b>
DATE:	<b>11/12/2020</b>



**THE MAYOR AND BURGESSES OF  
LONDON BOROUGH OF LAMBETH**

**Applicant**

**- And -**

**FLATS 1 – 8, 101 LARKHALL RISE, SW4 6HR**

**Respondents**

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**AS/2**

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**MS ZENA AMINATA TURAY**  
**The Current Leaseholder(s)**  
FLAT 3, 101 LARKHALL RISE  
LONDON  
SW4 6HR

Property Reference: 604845  
Property Address: FLAT 3, 101 LARKHALL RISE  
Scheme Reference: 13076  
Date: **15 December 2020**

Dear MS ZENA AMINATA TURAY/ The Current Leaseholder(s),

**Re: Responsive Repair Works to LARKHALL RISE 101**

I have information regarding urgent responsive repair works to your building.

It has come to our attention that the boundary wall is possibly liable to collapse as its foundations have been undermined by the 7 mature trees growing close to the boundary wall.

Both Estate Management and Responsive Repairs are working to address this urgent situation and the Council will be treating this as emergency works.

Due to the suddenness with which this situation has arisen, I understand that Responsive Repairs are working with Homeownership Services and will soon be sending you further communication on the likely estimated cost which may arise. Due to the urgent nature of these works, Homeownership Services have confirmed that the usual S20 consultation will not be taking place and in due course, the Council will be making an application to the First Tier Tribunal (Property Chamber) to seek retrospective dispensation from the consultation requirements. More detail in respect of this will be provided shortly.

We appreciate that 101 Larkhall is in a conservation area, so all due care will be taken when restoring the wall.

In reference to the scope of works and the potential impact of these works on any car parking spaces; these details are still being finalised. However, I would like to reassure you that, where possible salvaged bricks from the wall will be used in the rebuilding, as well as new bricks of a comparable standard to the extant bricks.

- **Erect temporary fencing and begin to take down wall. Rebuild boundary wall**

Your estimated contribution for these works is £5,076.01.

As a leaseholder, you will know that you have to make a contribution towards the cost of these works, and be consulted under Section 20 of the Landlord & Tenant Act 1985. As we were unable to complete the full consultation before the works started, an application for dispensation will be made to the First Tier Tribunal.

This means that:

- you don't need to do anything now
- your estimated service charge for 2021/22 will include your contribution for the works.

Although we are unable to formally consult with you, below are some ways you can still get in touch if you choose to.

- Online via our E-Form: <https://www.lambeth.gov.uk/council-tenants-and-homeowners/homeowners/major-works-to-your-home>.
- Email [HMhomeownership@lambeth.gov.uk](mailto:HMhomeownership@lambeth.gov.uk).
- Write to the London Borough of Lambeth, Homeownership & Rents, PO Box 734, Winchester, SO23 5DG.

If you choose to contact us in writing, please include the reference **13076**. By doing this, you are ensuring it gets to the correct team quickly.

Alternatively, you may find it easier to call and speak with someone directly. Our friendly Major Works team within Homeownership & Rents are here to answer any questions you have. You can call the team directly on 0207 926 6521 Monday to Friday 9am to 5pm. If you prefer, there is also a live chat facility 'Tawk' on our website [www.lambeth.gov.uk/council-tenants-andhomeowners/homeowners](http://www.lambeth.gov.uk/council-tenants-andhomeowners/homeowners)

Please do take the time to watch a short (5 minute) film which explains what a Section 20 notice is and what this means for you: [https://youtu.be/Q\\_Md5aWBu84](https://youtu.be/Q_Md5aWBu84)

You do not need to do anything now, but if you have any more questions, this is how you can ask them:

- For questions about this letter or the Section 20 process, call our friendly Homeownership Major Works team on 0207 926 6521.
- For questions relating to your service charge account, you can call our dedicated Collections Team on 0207 926 7132.
- To update your details, or if you have a general question unrelated to this letter, call our Customer Services Team on 0207 926 1116.
- To speak with the Litigation team about the dispensation application and what this means for you call 0207 926 3031

Thank you for taking the time to read this letter carefully.

Kind regards

*Karen Kellaway*

Karen Kellaway  
Senior Major Works Co-ordinator  
Homeownership & Rents



479/0004

479/0004

H.M. LAND REGISTRY  
LAND REGISTRATION ACTS 1925 TO 1986  
THE HOUSING ACT 1985  
THE HOUSING AND PLANNING ACT 1986

LONDON BOROUGH OF LAMBETH

TITLE NUMBER 244054

PROPERTY Flat 3, 101 Larkhall Rise London SW4 6HR

The Freehold land shown edged red on the filed plan of the above Title  
THIS DEED OF LEASE is made the 26<sup>th</sup> day of August



BETWEEN THE MAYOR AND BURGESSES of the LONDON BOROUGH OF LAMBETH Town Hall Brixton Hill London SW2 1RW (hereinafter called "the Council") of the one part and ZAINAB AMINATA TURAY of Flat 3, 101 Larkhall Rise London SW4 6HR (hereinafter called "The Tenant") of the other part

WHEREAS

- 1 IN these presents unless there be something in the subject or context inconsistent therewith:
  - 1.1 words importing the masculine gender only shall include the feminine gender and vice versa
  - 1.2 words importing the singular number only shall include the plural number and vice versa and where there are two or more persons included in the expression "the Tenant" covenants contained in these presents which are expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally
  - 1.3 words importing person include corporations and vice versa
  - 1.4 any reference to an Act of Parliament shall include any modification extensions or re-enactment thereof for the time being in force and shall also include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity there from
  - 1.5 where the Tenant is more than one person the Tenant shall hold the Flat UPON TRUST to sell the same with power to postpone the sale thereof and shall hold the net proceeds of sale and monies applicable as capital and net rents and profits thereof until sale UPON TRUST for themselves as joint tenants and it is declared that the survivor of such persons can give a valid receipt for capital money arising on a disposition of the Flat In this sub-clause the expression "the Tenant" shall mean only the persons executing the Counterpart of this Lease
  - 1.6 the obligations of the Tenant shall be joint and several
- 2 THE following expressions shall have the meanings hereinafter mentioned (that is to say):
  - 2.1 "the Council" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted
  - 2.2 "the Tenant" includes two or more joint tenants and shall include its successor or successors in title and in the case of an individual shall include his personal representatives unless the context contains a contrary indication
  - 2.3 "the Term" means the term of years hereby granted together with any continuation thereof (whether under an Act of Parliament or by the Tenant holding over or for any other reason)
  - 2.4 "these Presents" means this Lease and any document which is supplemental hereto or which is expressed to be collateral herewith or which is entered into pursuant to or in accordance with the terms thereof

2.5 "the Flat" means the property described in the First Schedule hereto and each and every part thereof together with the appurtenances thereto belonging and together also with any structure and each and every part thereof now or hereafter erected or in the course of erection thereon or on any part thereof together with all alterations additions and improvements thereto which may be carried out during the term and shall also include but without prejudice to the generality hereof the following:

2.5.1 the glass in the windows of the Flat

2.5.2 the ceilings (but not the joists or beams or concrete floors to which the said ceilings are attached) of the Flat

2.5.3 non-structural walls and partitions and the doors and door-frames fitted within such walls and partitions within the Flat and any garden fence or wall (if any)

2.5.4 the interior plastered coverings and plaster work tiling and other surfaces of floors ceilings and walls of the Flat

2.5.5 the entrance door or doors of the Flat (including both external and internal surfaces)

2.5.6 any water tank serving solely the Flat that may be installed in or on the roof or roof spaces of the Building of which the Flat forms part

2.5.7 all conduits pipes and cables which are laid in any part of the building of which the Flat forms part and serve exclusively the Flat

2.5.8 all fixtures and fittings in or about the Flat (other than Tenant's fittings)

**BUT SHALL NOT INCLUDE**

2.5.9 all structural parts of the Flat including the roof space foundations main timbers and joists and concrete floor and window frames thereof

2.5.10 all walls bounding the Flat

2.5.11 any conduits within the building of which the Flat forms part and which do not exclusively serve the Flat

2.5.12 external parts of the Flat (other than the glass in the windows and the door or doors of the Flat)

2.6 "the Building" means the property referred to as the Building in the First Schedule hereto

2.7 the expression "the expenses and outgoings incurred by the Council" shall be deemed to include not only those expenses outgoings and other expenditure hereinafter described which have been actually disbursed incurred or made by the Council during the year in question but also such reasonable part of all such expenses outgoings and other expenditure hereinafter described whether or not of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made and whether prior to the commencement of the said term or otherwise (always provided that the Council shall not be entitled to recover for such expenses and outgoings prior to the date of the Tenant's application to purchase the flat under Section 118 of the Housing Act 1985) including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Council may in its discretion allocate to the year in question as being fair and reasonable in the circumstances

2.8 The expression "the Council's financial year" shall mean the period from the 1st April in each year to the 31st March of the next year or such other annual period as the Council may in its discretion from time to time determine as being that in which the accounts of the Council either generally or relating to the building shall be made up

3 The Council is registered at H.M. Land Registry with Absolute Freehold title of the Building under Title Number 244054 and has agreed to grant unto the Tenant a Lease of the Flat at the premium and upon the terms hereinbefore contained

**WITNESSETH** as follows:

1 In pursuance of the Housing Act 1985 as amended by the Housing and Planning Act 1986 and in consideration of the sum of **ONE HUNDRED AND TWELVE THOUSAND POUNDS (£112,000.00)** paid by the Tenant to the Council (the receipt whereof is hereby acknowledged) and of the rent covenants and conditions hereinafter reserved and contained and on the part of the Tenant to be observed and performed the Council hereby demises unto the Tenant **ALL THAT** the Flat more particularly described in the First Schedule hereto **TOGETHER WITH** the easements rights and privileges set out in the Second Schedule hereto **EXCEPT AND RESERVING** unto the Council the easements rights and privileges set out in the Third Schedule hereto **TO HOLD** the same (subject to the stipulations conditions and all other rights easements liberties and privileges to which the Flat or the Building or any part thereof are now or may at any time during the continuance of the term be subject) unto the Tenant for a term of 125 years commencing on the **7<sup>th</sup> July 1997** (determinable nevertheless as hereinbefore provided) paying therefore during the term hereby granted the yearly rent of £10.00 to be paid annually on the 1st of April and the further and additional rent hereafter mentioned to be paid by equal monthly payments in advance on the First day of each month the first payment to be made on the execution hereof and to be for the period from the date hereof to the **30** day of **November** next

2 The Tenant hereby covenants with the Council as follows:

2.1 To pay the reserved rent at the times and in the manner aforesaid without any deduction whatsoever

2.2 To pay to the Council at the times and in manner aforesaid without any deduction by way of further and additional rent a rateable and proportionate part of the reasonable expenses and outgoings incurred by the Council in the repair maintenance improvement renewal and insurance of the Building and the provision of services therein as the same are set out in the Fourth Schedule hereto such further and additional rent (hereinafter called the "Service Charge") being subject to the terms and provisions set out the Fifth Schedule hereto

2.3 If any rent or Service Charge or any other sum or sums of money payable by the Tenant to the Council under these presents shall have become due but remain unpaid for fourteen days to pay on demand to the Council interest thereon at the rate of 4% above the base rate for the time being of the Council's bankers

2.4 To bear and discharge all existing and future rates taxes duties charges assessments impositions and out goings whatsoever (whether parliamentary parochial local or otherwise and whether or not of a capital or non-recurring nature) which now are or may at any time hereafter during the term be charged levied assessed 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 out goings being assessed charged or imposed in respect of the Building of which the Flat forms part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Flat

2.5 From to time to time during the said term to pay all costs charges and expenses incurred by the Council in abating any nuisance in the flat and executing all such works as may be necessary for abating any nuisance in the Flat in obedience to a notice served by the local or other competent authority

2.6 To observe the restrictions and regulations set out in the Sixth Schedule hereto or such other restrictions or regulations as the Council may from time to time make and publish in such a manner as is reasonably necessary for such restrictions or regulations to be brought to the Tenants attention

2.7.1 To pay unto the Council all costs charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Council incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 whether incurred in or in contemplation of proceedings under Section 146 or 147 of that Act notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court

**2.7.2** To pay all expenses including Solicitors' costs and Surveyors' fees incurred by the Council of and incidental to the service of all notices and schedules relating to wants of repair to the Flat whether the same be served during or after the expiration or sooner determination of the term hereby granted and in connection with every application for consent whether the same shall be granted or refused or withdrawn

**2.8** Once in every fifth year of the said term and in the last quarter of the last year of the said term (howsoever determined) to paint in a proper and workmanlike manner such internal parts of the Flat as are usually painted in a proper and workmanlike manner

**2.9** At all times during the term to repair and maintain cleanse and keep the flat and all the Landlords fixtures and all additions thereto in good and substantial repair and condition including the renewal and replacement forthwith of all worn and damaged parts

**AND IT IS HEREBY DECLARED AND AGREED**

**2.9.1** There is included in this covenant as repairable by the Tenant

**2.9.1.1** the glass in the windows of the Flat

**2.9.1.2** the ceilings (but not the joists or beams or concrete floors to which the said ceilings are attached) of the Flat

**2.9.1.3** non-structural walls and partitions and the doors and door-frames fitted within such walls and partitions within the Flat

**2.9.1.4** the interior plastered coverings and plaster work tiling and other surface of floors ceilings and walls of the Flat

**2.9.1.5** the entrance door or doors of the Flat (including both external and internal surfaces)

**2.9.1.6** any water tank serving solely the Flat that may be installed in or on the roof spaces of the Building of which the flat forms part

**2.9.1.7** all conduits pipes and cables which are laid in any part of the Building of which the Flat forms part and serve exclusively the Flat

**2.9.1.8** all fixtures and fittings in or about the Flat (other than Tenants fittings)

**2.9.2** There is excluded from this covenant as repairable by the Tenant

**2.9.2.1** all structural parts of the Flat including the roof space foundations main timbers and joists and concrete floors and the window frames thereof

**2.9.2.2** all walls bounding the Flat

**2.9.2.3** any conduits within the building of which the Flat forms part and which do not exclusively serve the Flat

**2.9.2.4** external parts of the Flat other than windows and the glass therein and the entrance door(s) of the Flat)

**2.9.2.5** the Tenant shall not be liable for damage that may be caused by the insured risks unless such insurance shall be wholly or partially vitiated by an act or default of the Tenant or for any work for which the Council may be expressly liable under the covenants on its part hereinafter contained

**2.10** In so far only as the works hereinafter in this present sub-clause described become directed or required solely by reason of any breach or non-observance by the Tenant of any covenant or other provision contained in these presents but not otherwise to execute all such works as are or may under or in pursuance of any Act or Acts of Parliament already or hereinafter to be passed be directed or required by any district Council local or public authority to be executed at any time during the said term upon or in respect of the Flat whether by the Landlord or the Tenant thereof and to keep the Council indemnified against all claims demands and liability arising therefrom

**2.11** To permit the Council and its respective duly authorised surveyors and agents with or without workmen and others upon giving 48 hours previous notice in writing (except in the case of emergency) at all reasonable



times during the daytime except in the case of emergency to enter the Flat and take particulars of additional improvements thereto or fixtures and fittings therein and to view and examine the state and condition of the Flat or any part thereof and the reparation of the same and of all defects decays and wants of reparation found in breach of the covenants herein contained and to give notice in writing of any such defects decays or wants of reparation to the Tenant who will with all proper despatch and in any case within three months then next following well and sufficiently repair and amend the Flat accordingly and will pay and discharge on demand all costs charges and expenses (including legal costs and any fees payable to a surveyor incurred by the Council and its agents of and incidental to the preparation and service of such last-mentioned notice or of any statutory notice relating to any breach of covenant **PROVIDED ALWAYS** that in case of any default in the performance by the Tenant of the foregoing covenant and if the same be not in fact remedied within three months after notice requiring the same to be done shall have been given to the Tenant or left at the Flat it shall be lawful for the Council (but without prejudice to any other right or remedy) to enter upon the Flat and repair or put in order the same or carry out any such works at the expense of the Tenant in accordance with the covenants and provisions hereof and the costs and expenses thereby incurred by the Council and its agents shall be repaid to the Council by the Tenant on demand

**2.12** To permit the Council its duly authorised surveyors or agents with or without workmen and others at all reasonable times upon giving 48 hours previous notice in writing (and in case of emergency without notice) to enter into and upon the Flat or any part thereof for the purpose of repairing and/or improving any part of the Building and for the purpose of making repairing maintaining rebuilding cleansing lighting and keeping in good order and condition all sewers drains channels pipes cables watercourses gutters wires party structure or other conveniences belonging to or serving or used for the building (without prejudice however to the obligations of the Tenant hereunder with regard thereto) and also for the purpose of laying down maintaining repairing testing disconnecting stopping up or renewing drainage gas and water pipes and electric wires and cables and for similar purposes **PROVIDED** that the Council shall make good all damage to the Flat or to the fixtures fittings sanitary apparatus and appurtenances goods or effects installed therein or affixed thereto caused by the carrying out of any work in this present sub-clause mentioned or otherwise referred to

**2.13** **Not** to do or permit or suffer to be done any act deed matter or thing whatsoever whereby the risk or hazard of the Flat or the Building being destroyed or damaged by fire shall be increased so as to require an additional premium or which may make void or voidable any policy of such insurance

**2.14** **Not** at any time without the licence in writing of the Council first obtained (such licence not to be unreasonably withheld) nor except in accordance with plans and specifications previously submitted to the Council and approved by the Council (such approval not to be unreasonably withheld) and to its reasonable satisfaction to make any alteration or addition howsoever in or to the Flat either externally or internally or to make any alteration or aperture in the plan external construction height walls timbers elevations or architectural appearance thereof nor to cut or remove the main walls or timbers of the Flat unless for the purpose of repairing and making good any defect therein nor to do or suffer in or upon the Flat any wilful or voluntary waste or spoil

**2.15** **Not** to use the Flat or any part thereof nor allow the same to be used for any illegal or immoral purpose nor to hold therein any sale by auction

**2.16** To procure the use of the Flat solely and exclusively as a self contained residential Flat

**2.17** **Not** to exhibit on the outside or in the windows of the Flat any name plate placard or announcement of any description

- 2.18** Not to do or permit to be done upon or in connection with the Flat or the Building anything which shall be or tend to be a nuisance annoyance or cause of damage to the Council or its tenants or any of them or to any neighbouring adjoining or adjacent property or the owner or occupiers thereof
- 2.19** To keep the floors of the Flat including the passages thereof substantially covered with suitable material for avoiding the transmission of noise
- 2.20** Not without the previous consent in writing of the Council to place or keep or permit to be placed or kept in the Flat any heavy articles in such position or in such quantity or weight or otherwise in such manner howsoever as to overload or cause damage to or be in the opinion of the Council likely to overload or cause damage to the Flat or the Building nor permit or suffer the same to be used in any manner which will cause undue strain or interfere therewith and not to install or permit to be installed in the Flat any machinery which shall cause or suffer the flat to be used in such manner as to subject the same or any other flat to any strain beyond which it is designed to bear or withstand
- 2.21** At all times during the said term to comply in all respects with the provisions and requirements of the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force and any regulations or orders made thereunder whether as to the permitted use hereunder or otherwise and to indemnify (as well after the expiration of the said term by effluxion of time or otherwise as during its continuance) and to keep the Council indemnified against all liability whatsoever including costs and expenses in respect of such matters and forthwith to produce to the Council on receipt of notice thereof any notice order or proposal therefor made given or issued to the Tenant by a planning authority under or by virtue of the said Act affecting or relating to the Flat and at the request and cost of the Council to make or join with the Council in making every such objection or representation against the same that the Council shall reasonably deem expedient
- 2.22** For a period of six months immediately preceding the determination of the said term after serving on the Tenant 48 hours notice in writing to permit an inspection at any reasonable time in the day by any person wishing to inspect the Flat and so authorised by the Council upon an appointment being made for that purpose
- 2.23** To make good all damage caused through the act or default of the Tenant or of any servant or agent or visitor of the Tenant
- 2.23.1** to any part of the building or to the appurtenances or the fixtures and fittings thereof and
- 2.23.2** to any other occupier or tenant of the said building and their licensees and in each case to keep the Council indemnified from all claims expenses and demands in respect thereof
- 2.24.1** Not by building or otherwise to stop up or darken any window or light in the Flat nor to stop up or obstruct any access of light enjoyed by any premises the estate or interest whereof in possession or reversion now is or hereafter may be vested in the Council or in any person in trust for it nor permit any new wayleave easement right privilege or encroachment to be made or acquired into against or upon the Flat and in case any such easement right privilege or encroachment shall be made or attempted to be made to give immediate notice thereof to the Council and to permit the Council and its agents to enter the Flat for the purpose of ascertaining the nature of any such easement right privilege or encroachment and at the request of the Council and at the cost of the Council to adopt such means as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement right privilege or encroachment
- 2.24.2** Not to give to any third party any acknowledgement that the Tenant enjoys the access of light to any of the windows or openings in the Flat by the consent of such third party nor to pay such third party any sum of money nor to enter into any agreement with such third party for the purpose of binding such third party to

abstain from obstructing the light to any windows or openings and in the event of any of the owners or occupiers of adjacent land or building doing or threatening to do anything which obstructs the access of light to any of the said windows or openings to notify the same forthwith to the Council and to permit the Council to bring such proceedings as it may think fit in the name of and at the cost of the Tenant against any of the owners and/or occupiers of the adjacent land in respect of the obstruction of the access of light to any of the windows or openings in the Flat

**2.25** On the expiration or sooner determination of the said term peaceably to yield up unto the Council the flat in a good and tenable state of repair and condition in accordance with the covenants by the Tenant herein contained together with all additions and improvements thereto and all Landlord's fixtures and fittings of every kind now in or upon the Flat or which during the said term may be affixed or fastened to or upon the same all of which at the expiration or sooner determination of the said term shall be left complete with all parts and appurtenances thereof and in proper working order and condition **PROVIDED ALWAYS** that the foregoing covenant shall not apply to any articles held by the Tenant on hire nor to any tenant's fixtures or fittings **PROVIDED** further that the Tenant may from time to time (but only with the previous written consent of the Council and subject to any conditions thereby imposed) substitute for any of the Landlord's fixtures and fittings other fixtures and fittings of at least as good a kind or quality as and not less suitable in character nor of less value than those for which they are respectively to be substituted and in any such case the covenant hereinbefore contained shall attach and apply to the things so substituted

**2.26.1** During the period of three years from the date hereof not to assign or underlet for a term of more than twenty-one years otherwise than at a rack rent (except by way of mortgage) the whole of the demised flat except in pursuance of an order under Section 24 of the Matrimonial Causes Act 1973 or under Section 2 of the Inheritance (Provision for Family and Dependants) Act 1975 or except where there is a vesting in a person taking under a will or on an intestacy or is a "relevant disposal" which is exempted under Section 160(1) of the Housing Act 1985 **PROVIDED ALWAYS:**

**2.26.1.1** If during the said period the Tenant shall be desirous of assigning or underletting the whole of the Flat (subject to the aforesaid exceptions) the Tenant shall serve a written notice upon the Council of such his intention not less than four weeks prior to the date of such assignment or underletting as aforesaid

**2.26.1.2** Upon the date of such assignment underletting or sharing of possession as aforesaid the Tenant shall pay to the Council an amount equal to the discount of **THIRTY EIGHT THOUSAND POUNDS (£38,000.00)** afforded to the Tenant upon the grant of these presents pursuant to the exercise of his right to buy under the provisions of the Housing Act 1985 as amended by the Housing and Planning Act 1986 but reduced by one third of that discount for each complete year which elapses after the date of grant of these presents and prior to the date of such assignment or underletting as aforesaid

**2.26.2** The covenants by the Tenant contained in Clause 2.26.1 above shall only apply on the first disposal by way of such assignment or underletting as aforesaid

**2.26.3** The Tenant shall not during the said period of three years mortgage charge or pledge the flat or create or attempt to create any encumbrance estate right or interest having or purporting to have priority over the right of the Council hereinbefore mentioned save in respect of any legal charge securing any amount left outstanding by the Tenant in exercising his right to buy under the provisions of the Housing Act 1985 as amended by the Housing and Planning Act 1986 or advanced to him by the bodies specified in Section 156(4) of the Housing Act 1985

**2.26.4** Any liability that may arise under the covenant in Clause 2.26.1 above shall be a charge on the Flat taking effect as if it had been created by deed expressed to be by way of legal mortgage and shall notwithstanding sub-section 5 of Section 59 of the Land Registration Act 1925 be a land charge for the

purpose of that section and sub section (2) of that Section shall apply accordingly with respect to its protection and realisation

**2.27** Upon any assignment hereof or subletting or underletting wholly or in part to obtain a direct covenant by the assignee sub-lessee or under lessee with the Council to observe and perform the covenants and conditions of this Lease

**2.28** In the case of any instrument operating or purporting to assign transfer lease charge discharge dispose of or affect the Flat or any part thereof or any interest therein or to create assign transfer dispose of or affect any derivative interest in the said term or any charge on the Flat or affecting or occasioning a devolution or transmission of the same respectively by operation of law to leave such instrument (or in the case of a transfer or charge or discharge of a charge of registered land a verified copy thereof) within one calendar month after the date of such instrument or (in the case of a Probate of a Will or Letters of Administration) after the date of the grant of the Probate or Letters of Administration as the case may be to leave a true certified copy thereof at the offices of the Chief Solicitor for the time being of the Council and to the intent that the same may be registered and to pay to them a reasonable charge being not less than Thirty Five pounds for each such registration

**2.29** It is hereby declared that each of the aforesaid covenants shall remain in full force both at law and in equity notwithstanding that the Council shall have waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever a similar covenant or similar covenants affecting other adjoining or neighbouring premises for the time being belonging to the Council

**3** The Council hereby covenants with the Tenant as follows:

**3.1** The Tenant paying the rents and the Service Charge herein reserved and performing and observing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the Flat during the said term without any interruption by the Council or any person rightfully claiming under or in trust for it

**3.2** Subject to the payment by the Tenant of the rents and the Service Charge and provided that the Tenant has complied with all the covenants agreements and obligations on his part to be performed and observed to maintain repair redecorate renew amend clean repoint and paint as applicable and at the Council's absolute discretion to improve

**3.2.1** the structure of the Building and in particular but without prejudice to the generality hereof the roofs foundations external and internal walls (but not the interior faces of such part of the external or internal walls as bound the Flat or the rooms therein) and the window frames and timbers (including the timbers joists and beams of the floors and ceilings thereof) chimney stacks gutters and rainwater and soil pipes thereof

**3.2.2** the sewers drains channels watercourses gas and water pipes electric cables and wires and supply lines in under and upon the Building

**3.2.3** the boilers and heating and hot water apparatus (if any) in the Building or elsewhere save and except such (if any) heating apparatus as may be now or hereafter installed in the Flat serving exclusively the Flat and not comprising part of a general heating system serving the entire Building

**3.2.4** the passenger lifts lift shafts and machinery (if any) enjoyed or used by the Tenant in common with others and

**3.2.5** the boundary walls and fences of and in the curtilage of the Building and not being part of the Flat **PROVIDED** that the Council shall not be liable to the Tenant for any defect or want of repair hereinbefore mentioned unless the Council has had notice thereof

3.3 So far as practicable to keep lighted the passages landings staircases and other parts of the Building enjoyed or used by the Tenant in common with others and forecourts roadways pathways (if any) used in common with the Building or adjoining or adjacent thereto being the property of the Council

3.4 Provided only that the amenities hereinafter in this sub-clause mentioned are in operation in the Building at the date hereof but not otherwise and subject to the provisions of Clause 4.3. hereof at all times during the said term to supply hot water for domestic purposes to the Flat by means of the boiler and heating installations serving the building and also from the 15th day of October to the 15th day of May inclusive in each year to supply hot water for heating to the radiators fixed in the Flat or other heating media therein so as to maintain a reasonable and normal temperature

3.5.1 That the Council will at all times during the said term (unless such insurance shall be vitiated by any act neglect default or omission of the Tenant) insure and keep insured the Building of which the Flat forms part against loss or damage by fire and full comprehensive risks including subsidence and other proper risks as the Council shall deem desirable or expedient (but not the contents of the Flat) in an insurance office of repute in the full reinstatement value thereof and in case of destruction or damage by any of the insured risks (unless the insurance monies become or shall have become irrecoverable through any act or default of the Tenant) will with all reasonable speed cause all monies received in respect of such insurance (other than in respect of fees) to be forthwith paid out in reinstating the same

3.5.2 for the purposes of these presents the expression "the full reinstatement value" shall mean the costs which would be likely to be incurred (including fees) in reinstating the Flat in accordance with the requirements of these presents at the time when such reinstatement is likely to take place and shall be determined in the first instance by the Council but shall be in such greater amount as the tenant may require

3.5.3 As often as the Flat or the Building or any part thereof shall be destroyed or damaged as aforesaid to rebuild and reinstate the same

**AND IT IS HEREBY AGREED** that any monies received in respect of such insurance shall be applied in so rebuilding or reinstating in accordance with the then existing bye-laws regulations and planning or development schemes of any competent authority then effecting the same and if the monies received under such policy or policies of insurance shall be insufficient for the full and proper rebuilding and reinstating to make up any deficiency out of its own monies but without prejudice to the Tenant's liability to pay or contribute to the costs thereof as hereinbefore provided in the event of the insurance monies being wholly or partially irrecoverable by reason of any act or default of The Tenant

3.5.4 To effect insurance against the liability of the Council to third parties and against such other risks and in such amount as the Council shall think fit (but not against the liability of individual Tenants as occupiers of other flats in the Building)

3.6 That every lease for a term of not less than one year of other flats in the Building which the Council shall demise shall grant and except and reserve such rights and contain such covenants by the Council as are herein described and also shall contain covenants by the Tenant in the terms of the covenants contained in Clause 2 hereof

3.7 That (if so reasonably required by the Tenant or any mortgagee of the Tenant) the Council will enforce the covenants similar to those contained in Clause 2 hereof entered into or to be entered into by the Purchaser or tenants of other flats in the Building **PROVIDED THAT** the Council shall not be required to incur any legal or other costs under this sub-clause unless and until such security as the Council in its reasonably exercised discretion may require shall have been given by the Tenant or mortgagee requesting such enforcement

3.8 To redecorate externally the Flat and Building of which it forms part in accordance with the Council's cyclical external repainting programme in a good and workmanlike manner with good quality materials to the reasonable satisfaction of the Tenant

4 IT IS HEREBY AGREED AND DECLARED that:

4.1 If the said rents or any part thereof shall be unpaid for twenty-one days next after becoming payable (whether the same shall have been formally demanded or not) or if the Tenant shall not perform or observe all the covenants and provisions hereby on the part of the Tenant to be performed or observed then and in any of the said cases thenceforth it shall be lawful for the Council or any person or persons duly authorised by the Council in that behalf to re-enter into or upon the Flat or any part thereof in the name of the whole and to repossess and enjoy the same as if this Lease had not been made but without prejudice to any right of action or remedy of the Council in respect of any antecedent breach of any of the covenants by the Tenant herein contained

4.2 **Notwithstanding** anything herein contained the Council shall be under no greater liability either to parties hereto or to strangers to this contract who may be permitted to enter or use the Building for accidents happening injuries sustained or for loss of or damage to goods or chattels in the Building or in any part thereof arising from the negligence of the Council or that of any servant or agent of the Council or otherwise than the obligations involved in the common duty of care

4.3 **Notwithstanding** anything herein contained the Council shall not be liable to the Tenant nor shall the Tenant have any claim against the Council in respect of

4.3.1 any interruption in any of the services hereinbefore mentioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Council's control or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or labour disputes or any act omission or negligence of any caretaker attendant or other servant of the Council in or about the performance or purported performance of any duty relating to the provision of the said services or any of them

4.3.2 any termination of any of the services hereinbefore mentioned if the Council in its reasonably exercised discretion shall decide that such services are no longer reasonably required on the Estate or that they are no longer economically viable

4.4 Subject to Clause 3.7 nothing herein contained shall confer on the Tenant any right to the benefit of or to enforce any covenant or agreement contained in any lease or other instrument relating to any other premises belonging to the Council or to limit or affect the right of the Council in respect of any other premises belonging to the Council to deal with the same now or at any time hereafter in any manner which may be thought fit

4.5 No demand for or acceptance of rent by the Council or its agent with knowledge of a breach of any of the covenants on the part of the Tenant contained in these presents shall be or be deemed to be a waiver wholly or partially of any such breach but any such breach shall be deemed to be a continuing breach of covenant and the Tenant shall not be entitled to set up any such demand for or acceptance of rent by the Council or its agent as a defence in any action for rent by the Council or its agent as a defence in any action for forfeiture or otherwise **PROVIDED** however that this provision shall have effect in relation only to a demand for or acceptance of rent during such period as may be reasonable for enabling the parties hereto to carry on negotiations for remedying the said breach once the Council or its agent has received knowledge thereof

4.6 **Nothing** herein contained or implied shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as a local planning highway or bye-law authority and the rights

powers duties and obligations of the Council under all public and private statutes bye-laws orders and regulations may be as fully and effectively exercised in relation to the Flat as if it were not the owner of the flat and as if this Lease had not been executed by the Council and no consent issued pursuant to the provisions of this Lease shall constitute a consent for the purposes of any statutory powers vested in the Council

4.7 In case of dispute between the Tenant and any Lessee tenant or occupier of any part of the Building not hereby demised or between the Tenant and any owner of any adjoining or neighbouring property relating to any part of the Building such dispute shall be referred to the Council's Director of Housing Services for the time being and the decision of the Borough Valuer (as between the Tenant and any other Lessee tenant or Occupier of any part of the Building) shall be final and binding

4.8 For the purpose of service of all notices hereby or by statute authorised to be served the provisions as to service of notices contained in Section 196 of the Law of Property Act 1925 shall be deemed to be incorporated herein. All Notices to be served upon the Council shall be sent by Recorded Delivery post and addressed to the Director of Legal Services Town Hall Brixton Hill London SW2 1RW

5 The Council hereby applies to the Registrar to enter on the Register

5.1 notice of the Exceptions and Reservations contained in the Third Schedule and the covenants contained in Clause 2.26.1

5.2 a restriction to the following effect "that except under an Order of the Registrar no disposition by the proprietor by an assignment or underlease made within a period of three years from the date of this Lease is to be registered without the consent of the Council of the London Borough of Lambeth"

6 **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 exceeds two hundred and fifty thousand pounds (£250,000)

7 **IT IS HEREBY CERTIFIED** that there is no Agreement for Lease to which this Lease gives effect  
**IN WITNESS** whereof the Council has affixed its Common Seal and the Tenant has signed this instrument as a Deed the day and year first before written

#### **FIRST SCHEDULE**

**ALL THAT FLAT** shown hatched red on the Floor Plan annexed hereto (and for the purposes of identification only shown coloured red on the attached Location Plan) and numbered Flat 3, 101 on the GROUND floor of the Building known as FLATS 1 - 8, 101 LARKHALL RISE which for the purposes of identification only is shown edged blue on the said location plan

#### **SECOND SCHEDULE**

##### **EASEMENTS RIGHTS AND PRIVILEGES**

##### **INCLUDED IN THIS DEMISE**

1 **Full** right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day or night to go pass and repass on foot only over and along the main entrance of the Building and the common passages landings and staircases thereof and to use the passenger lift (if any) therein and the gardens forecourts roadways pathways (if any) in the curtilage thereof provided nevertheless that the Tenant shall not cause or permit the obstruction of any common parts of the Building by furniture or otherwise

2 **Full** right and liberty for the Tenant and all persons authorised by him as aforesaid at all times by day or night to go pass and repass on foot only over the common pathways and by motor vehicle over the common roadways on the land adjoining the Building

3 The free and uninterrupted passage and running of water and soil gas and electricity from and to the Flat through the sewers drains channels and watercourses cables pipes and wires which now are or may at any time during the term hereby created be in under or passing through the Building or any part thereof

4 The right of support and protection for the benefit of the Flat as is now enjoyed from the other flats and all other parts of the Building

5 The right to enter into and upon any other flat in the Building or any other part of the Building to carry out the covenants for repair on the part of the Tenant herein contained or for the purposes of inspection of the Flat the Tenant making as little disturbance as possible and making good all damage caused thereto

### **THIRD SCHEDULE**

#### **THERE ARE EXCEPTED AND RESERVED**

#### **OUT OF THIS DEMISE**

1 **Unto** the Council the easements rights and privileges over and along and through the Flat equivalent to those set forth in paragraph 3 of the Second Schedule hereto and the right to enter into the Flat for the purpose of inspecting repairing renewing relaying cleansing maintaining and connecting up to any such existing or future sewers drains channels watercourses cables pipes and wires making as little disturbance or damage as possible and making good all damage caused thereto

2 The right at any time hereafter to rebuild alter or change the use of any of the adjoining or neighbouring buildings (but not the Building of which the Flat forms part) in any manner whatsoever notwithstanding that the access of light or air to or any other easement for the time being appertaining to or enjoyed with the Flat or any part thereof may be obstructed or interfered with or that the Tenant might otherwise be entitled to object to such rebuilding alteration or user

3 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 demised by this Lease and the right at any time hereafter to install and maintain in or upon the Building television and radio receiving aerials electric entry systems or similar apparatus including self locking doors to the main entrances and passages of the Building

### **FOURTH SCHEDULE**

#### **THE COUNCIL'S EXPENSES AND OUTGOINGS**

#### **IN RESPECT**

#### **OF WHICH THE TENANT IS TO PAY A PROPORTIONATE PART**

#### **BY WAY OF SERVICE CHARGES**

All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Council (whether in respect of current or future years) in or about the provision of any Service or the carrying out of any maintenance repairs renewals reinstatements improvements rebuilding cleansing and decoration to or in relation to the Building and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:

1 The expenses of maintaining repairing lighting redecorating improving and renewing amending cleaning repointing painting the Building and parts thereof and all the appurtenances apparatus and other things thereto belonging and more particularly described in Clauses 3.2, 3.3 and 3.4 hereof

2 The cost of periodically inspecting maintaining overhauling improving repairing renewing and where necessary replacing the whole of the heating and domestic hot water systems serving the Building and the lifts lift shafts and machinery therein (if any)

3 The cost of the gas oil electricity or other fuel required for the boiler or boilers supplying the heating and domestic hot water systems serving the Building the electric current for operating the passenger lifts (if any) and the electric current used for the communal lighting within the Building



4 **The** cost of insuring and keeping insured throughout the term hereby created the Building and all parts thereof and landlord's fixtures and fittings therein and all the appurtenances apparatus and other things thereto belonging against the insured risks described in Clause 3.5 hereof and the cost of making good structural defects falling within Paragraph 18 of Schedule 6 of the Housing Act 1985 and also against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Council shall determine including three years' loss of rent and architects' and surveyors' fees

5 **Where** a caretaking service is provided at the date hereof the cost of employing maintaining and providing accommodation in the Building or on the Estate or in any neighbouring property of the Council for a caretaker or caretakers

6 **The** cost of carpeting re-carpeting or providing other floor covering decorating and lighting the passages landings staircases and other parts of the Building and of keeping the other parts of the Building not otherwise specifically referred to in this schedule in good repair and condition

7 **All** charges assessments and other outgoings (if any) payable by the Council in respect of all parts of the Building

8 **The** reasonable costs incurred by the Council in the management of the Building including all fees and costs incurred in respect of the annual certificate of account and of accounts kept and audits made for the purpose thereof such management costs being not less than 10% of the total service charge

9 **The** cost of installing maintaining repairing and renewing the television and radio receiving aerials electric systems or similar apparatus (if any) installed or to be installed in or on the said Building and used or capable of being used by the Tenant in common as aforesaid

10 **The** cost of taking all steps deemed desirable or expedient by the Council for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Building for which the Tenant is not directly liable hereunder

#### **FIFTH SCHEDULE**

##### **TERMS AND PROVISIONS RELATING TO SERVICE CHARGE**

1 **The** amount of the Service Charge shall be ascertained and certified by a certificate (hereinafter called "the certificate") signed by the Council's Director of Finance or other duly authorised officer annually and as soon after the end of the Council's financial year as may be practicable and shall relate to such year in manner hereinafter mentioned

2 **A** copy of the certificate for each such financial year shall be supplied by the Council to the Tenant on written request and without charge to the Tenant

3 **The** certificate shall contain a summary of the Council's expenses and outgoings incurred by the Council during the Council's financial year to which it relates together with a summary of the relevant details and figures forming the basis of the Service Charge and the certificate (or a copy thereof duly certified by the person by whom the same was given) shall be conclusive evidence for the purposes hereof of the matters which it purports to certify other than in the case of manifest error

4 **The** annual amount of the Service Charge payable by the Tenant as aforesaid shall be calculated by dividing the aggregate of the said expenses and outgoings incurred by the Council in respect of the matters set out in the Fourth Schedule hereto in the year to which the certificate relates by the aggregate of the rateable value in force on 31st March 1990 of all the flats (excluding caretaker's accommodation if any) in the Building and then multiplying the resultant amount by the rateable value (in force at the same date) of the Flat

5 **The** Tenant shall if required by the Council with every payment of rent reserved hereunder pay to the Council such sum in advance on account of the Service Charge as the Council shall specify at its reasonably exercised discretion to be a fair and reasonable interim payment

6 **As** soon as it is practicable after the signature of the certificate the Council shall furnish to the Tenant an account of the Service Charge payable by the Tenant for the year in question due credit being given therein for all interim payments made by the Tenant in respect of the said year and upon the furnishing of such account showing such adjustment as may be appropriate there shall be paid by the Tenant to the Council the amount of the Service Charge as aforesaid or any balance found payable or there shall be allowed by the Council to the Tenant any amount which may have been overpaid by the Tenant by way of interim payments as the case may require

7 **It** is hereby agreed and declared that the Council shall not be entitled to re-enter under the provision in that behalf hereinafter contained by reason only of non-payment by the Tenant of any such interim payment as aforesaid prior to the signature of the certificate but nothing in this clause or these presents contained shall disable the Council from maintaining an action against the tenant in respect of non-payment of any such interim payment as aforesaid notwithstanding that the certificate had not been signed at the time of the proceedings subject nevertheless to proof in such proceedings by the Council that the interim payment demanded and unpaid is of a fair and reasonable amount having regard to this prospective Service Charge ultimately payable by the Tenant

8 **Provided** always and notwithstanding anything herein contained it is agreed and declared as follows:

8.1 **That** in regard to the commencement of the term hereby granted the Service Charge shall be duly apportioned in respect of the period from the date on which the first payment of rent shall fall due hereunder to the ensuing 31st March and not in respect of the period from the date of commencement of the said term to such ensuing 31st March

8.2 **That** the provisions of paragraph 6 hereof shall continue to apply notwithstanding the expiration or sooner determination of the term hereby granted but only in respect of the period down to such expiration or sooner determination of the said term

**SIXTH SCHEDULE**  
**RESTRICTIONS AND REGULATIONS IMPOSED IN**  
**RESPECT OF THE FLAT**

1 **The** Tenant shall not place leave or cause to be placed or left any refuse or rubbish in any common part of the Building

2 **The** Tenant shall not park any private heavy trade or commercial motor vehicle or caravan in any garden forecourt common roadway or pathway on land adjoining the Building

3 **The** Tenant shall comply with and be bound by any special regulations made by the Council relating to the use of any baggage or cycle room or store garage or parking lot which shall be published by notices affixed therein or handed to the Tenant or his agent. Anything left therein shall be at the Tenant's entire risk any such user by the Tenant shall be a matter for collateral arrangement between the parties shall not be enjoyed as of right other than that conferred by any such arrangement

4 **The** Tenant shall ensure that any domestic pet is kept under proper control

5 **Not** to permit or suffer the number of persons occupying the Flat to exceed the permitted number so specified in Section 326(3) of the Housing Act 1985

6 **All** further or other rules and regulations made at any time and from time to time by the Council in addition to or substitution for the foregoing rules and regulations or any of them which the Council may deem necessary or expedient for the safety care or cleanliness of the Building or any part thereof or for securing the

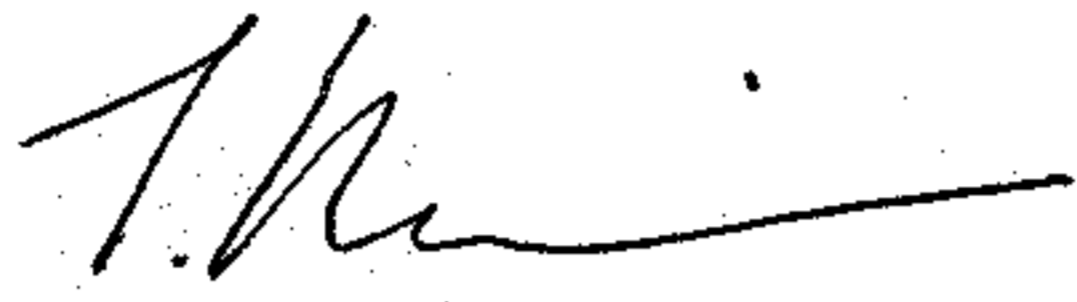
comfort and convenience of all tenants in the Building shall be observed **PROVIDED ALWAYS** that no such further or other rules or regulations may be made hereunder which shall subject the Tenant to any unusual or unreasonable burden

**SIGNED AS A DEED** by the said )  
**ZAINAB AMINATA TURAY** )  
in the presence of: )



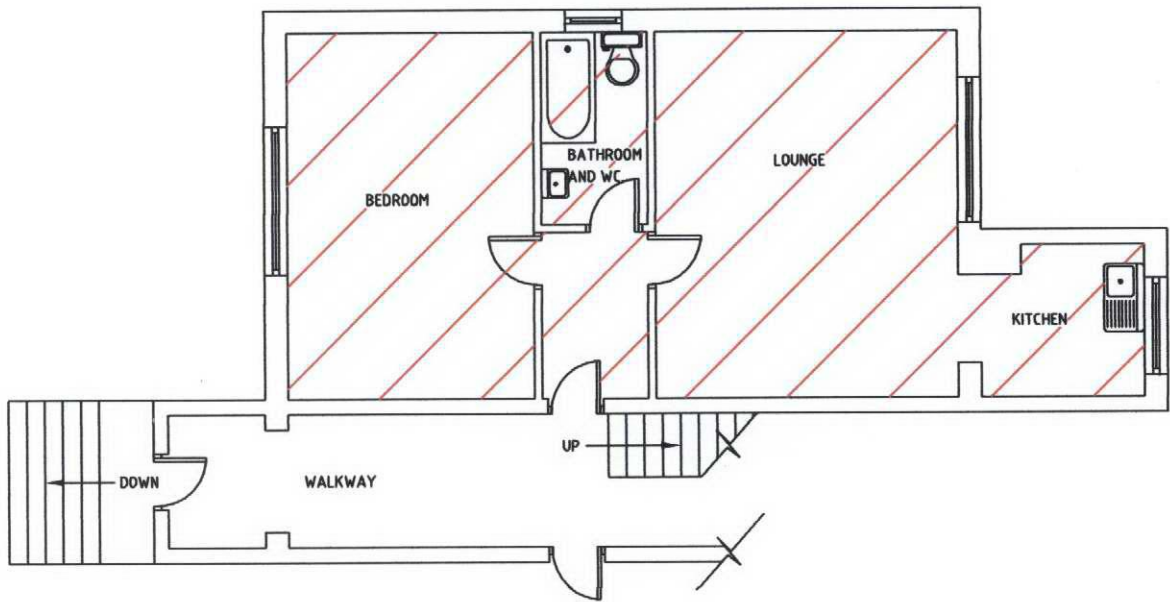
X

Zainab Aminata Turay



Jonas Dahlkvist  
51 Chesterton Road  
London  
W10 6ES

*[Handwritten signature]*



GROUND FLOOR LEVEL



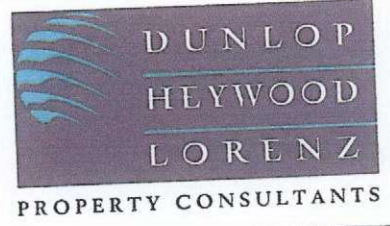
CLIENT	LONDON BOROUGH OF LAMBETH
ADDRESS	FLAT 3 101 LARKHALL RISE SW4
SCALE	1/100
DATE	08/04/02
REF. NO.	27818
DRAWN BY	A. MARWAY
	
020 7491 3345	



**PROPERTY**

Scale: 1:250

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**DUNLOP  
HEYWOOD  
LORENZ**  
PROPERTY CONSULTANTS



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

**Case reference** : LON/00AY/LDC/2021/0096

**Properties** : Flats 1-8, 101 Larkhall Rise, London SW4 6HR.

**Applicant** : The Mayor and Burgesses of the London Borough of Lambeth.

**Representative** : Solicitor name – Aleksandra Stepanyan  
(ref: HOS/LIT/ASTEPANYAN/LARKHALLWALL/686496  
(email: [astepanyan@lambeth.gov.uk](mailto:astepanyan@lambeth.gov.uk))

**Respondents** : Long residential leaseholders of Flats 1-8 Larkhall Rise, London SW4 6HR.

**Type of application** : To dispense with the requirement to consult leaseholders under S.20 Landlord and Tenant Act 1985.

**Judge** : Tribunal Judge Hamilton-Farey

**Date of directions** : 4 June 2021.

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**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF  
THE LANDLORD AND TENANT ACT 1985**

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

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**IMPORTANT – COVID 19 ARRANGEMENTS**

- Due to the Covid-19 pandemic, the London Regional office at 10 Alfred Place is currently operating with a skeleton staff. Most judges and staff are working remotely. Where possible and appropriate, determinations are being made based on documents provided by parties in digital bundles. If a hearing is required, the tribunal will seek to accommodate this through the use of audio or video conferencing technology. While face-to-face hearings may be arranged in exceptional circumstances, these will be subject to necessary precautions to prevent the spread of infection.

- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk). The attachment size limit is 36MB. If your attachments are larger than 36MB they must be split over several emails.
- **If a party does not have access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.**
- Parties are notified that, due to the pandemic, it is likely to take longer than usual for the tribunal to respond to correspondence. Please do not chase for a response unless truly urgent.

### **Background to the Application**

- (A) The applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all of the consultation requirements imposed on the landlord by section 20 of the 1985 Act<sup>1</sup>.
- (B) The applicant says that the qualifying works for which dispensation is sought relate to the safe demolition of a boundary wall attached to the building. The applicants say that the wall was in danger of collapse, identified during a site visit. The works were deemed an emergency and shortly before works began the wall had collapsed. Bricks and rubble landed dangerously both on the grounds of the building and the public pavement opposite and required an emergency response. The emergency element of the works was quoted at £6,877.94. Consultation is being undertaken for the non-essential works.
- (C) Works were stated on 10 November 2020.
- (D) The only issue for the tribunal is whether it is reasonable to dispense with the statutory consultation requirements. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**
- (E) The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 give guidance on how the application will be dealt with.

### **DIRECTIONS**

1. The landlord must by **28 June 2021**:

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<sup>1</sup> See the **Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)**

- Write to each of the leaseholders concerned by email, hand delivery or first-class post, setting out the following:
    - (a) Informing them of the application;
    - (b) Provide a copy of the application, supporting documents and these directions;
    - (c) Display a copy of these Directions in the common parts of the building so as to come to the attention of the respondents.
  - Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.
2. Those leaseholders who oppose the application must by **19 July 2021**:
- Complete the attached reply form and send it by email to the tribunal; and
  - Send to the landlords, by email or by post, a statement in response to the application with a copy of the reply form. They should send with their statement copies of any documents upon which they wish to rely.
3. The landlords must by **9 August 2021**:
- Prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application, containing all of the documents on which the landlords rely, including the application form, these and any subsequent directions, copies of any replies from the leaseholders and any relevant correspondence with the tribunal;
  - Upload a copy of the bundle to their website;
  - Write to each of the leaseholders who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle or, if they request one, a paper copy of the bundle;
  - Also send an email to the tribunal at [London.Rap@justice.gov.uk](mailto:London.Rap@justice.gov.uk) with a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read: "BUNDLE FOR PAPER DETERMINATION: [case reference number]".
4. The tribunal will determine this application during the seven days commencing **31 August 2021** based on written representations.
5. However, any party may make a request to the tribunal that a hearing should be held. Any such **request for a hearing should be made by 28 June 2021**, giving an indication of any dates to avoid. The tribunal will then notify the parties of the hearing date. The hearing will have a



time estimate of two hours, but either party should notify the tribunal if that time estimate is insufficient. If a hearing is requested, it shall take place on **a date to be confirmed** by remote video conferencing making use of the electronic documents received.

6. Full details of how to take part will be sent nearer the time. No specialist software will be needed to access the hearing. However, parties will need to have access to a computer, connected to the Internet, with a webcam and microphone, or a similarly enabled smartphone or tablet device. If a party does not have suitable equipment to attend a video conference, they must notify the tribunal promptly, and consideration will be given to converting the video hearing into an audio hearing, by way of telephone conferencing.
7. As the tribunal is working electronically during the current pandemic, the tribunal determining this application will not have access to a physical file, nor electronic access to documents sent to the tribunal. It is therefore essential that the parties include any relevant correspondence to the tribunal within the digital bundle.
8. The tribunal will send a copy of its eventual decision on dispensation to the representative of every represented leaseholder and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.
9. Furthermore, the applicant landlords shall place a copy of the tribunal's eventual decision on dispensation together with an explanation of the leaseholders' appeal rights on their website **within 7 days of receipt** and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page, or (if longer) until the new contract is entered into. In this way, leaseholders who have not returned the reply form may view the tribunal's eventual decision on dispensation and their appeal rights on the applicant's website.

### **Attached: Reply Form for Leaseholders**

#### **NOTES**

- a. **Whenever you send a letter or email to the tribunal you must also send a copy to the other parties (or, in the case of the applicant, post a copy on their website) and note this on the letter or email.**
- b. **Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.**

- c. If the applicant fails to comply with these directions the tribunal may strike out all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the 2013 Rules”).**
- d. If the respondent fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.**

**Reply Form for Leaseholders**

<b>Case Reference:</b>	<b>LON/00AY/LDC/2021/0096</b>
<b>Property:</b>	The Leaseholders of 1-8 101 Larkhall Rise, London SW4 6HR

**ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION**

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to: [London.RAP@justice.gov.uk](mailto:London.RAP@justice.gov.uk)

**And** send a copy to the landlord’s representative, Aleksandra Stepanyan, quoting ref: HOS/LIT/ASTEpanyan/LARKHALLWALL/686496 or by email to: [astepanyan@lambeth.gov.uk](mailto:astepanyan@lambeth.gov.uk)

	Yes	No
Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
Do wish to attend an oral hearing?	<input type="checkbox"/>	<input type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:		

**Please also complete the details below:**

<b>Date:</b>	
<b>Signature:</b>	
<b>Print Name:</b>	
<b>Address of affected property:</b>	
<b>Your correspondence address (if different):</b>	
<b>Telephone:</b>	
<b>Email:</b>	

## Aleksandr Stepanyan

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**From:** Dabasia, Jenny <jenny.dabasia@Justice.gov.uk>  
**Sent:** 23 July 2021 10:02  
**To:** Aleksandr Stepanyan  
**Subject:** RE: Flats 1-8, 101 Larkhall Rise, London SW4 6HR - LON/00AY/LDC/2021/0096

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Dear Mr Stepanyan

Thank you for your email of 19 July 2021, I have check the London Rap inbox and no I have no reply forms from the respondents.

Regards

Jenny Dabasia

Case Officer

First-tier Tribunal (Property Chamber) Residential Property | HMCTS | 10 Alfred Place, | London | WC1E 7LR

Tel: 020 7446 7895 | Mobile: 07591 995903 Fax: 01264 785 060

Web: [www.gov.uk/hmcts](http://www.gov.uk/hmcts)

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- As case officers are sometimes absent, always send or copy the email to the generic office address: [rlondon@hmcts.gsi.gov.uk](mailto:rlondon@hmcts.gsi.gov.uk),
- Always copy any email to the other parties, either by email or by post, and confirm in your email/ letter that you have done this;
- Always quote the reference number, property details and case officer's name in the email;
- Email chains, email 'conversations' about the case and bundles attached to emails will not be accepted.

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**From:** Aleksandr Stepanyan <AStepanyan@lambeth.gov.uk>  
**Sent:** 19 July 2021 16:38  
**To:** Dabasia, Jenny <jenny.dabasia@Justice.gov.uk>  
**Subject:** RE: Flats 1-8, 101 Larkhall Rise, London SW4 6HR - LON/00AY/LDC/2021/0096

Dear Ms Dabasia,

I note that the deadline for Leaseholders submitting their responses to our dispensation application has now expired.

We have not received any responses directly, please could you confirm if the Tribunal has received any Reply Forms in this matter?

Thank you very much.

Kind regards,

Aleksandr Stepanyan  
Litigation Officer  
**Homeownership & Rents  
Resident Services**

Phone: 020 7926 3031

Email: [HMhomeownership@lambeth.gov.uk](mailto:HMhomeownership@lambeth.gov.uk)

[www.lambeth.gov.uk](http://www.lambeth.gov.uk)

Postal address: LITIGATION TEAM, London Borough of Lambeth, Homeownership & Rents, PO Box 734, Winchester, SO23 5DG

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If you have a problem registering or logging in to your account, please contact us on 020 7926 1116 so we can help you.



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**From:** Dabasia, Jenny <jenny.dabasia@Justice.gov.uk>  
**Sent:** 11 June 2021 09:32  
**To:** Aleksandr Stepanyan <AStepanyan@lambeth.gov.uk>  
**Subject:** RE: Flats 1-8, 101 Larkhall Rise, London SW4 6HR - LON/00AY/LDC/2021/0096

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Dear Sirs

Thank you for your email of 10 June 2021.

Regards

Jenny Dabasia

Case Officer

First-tier Tribunal (Property Chamber) Residential Property | HMCTS | 10 Alfred Place, | London | WC1E 7LR

Tel: 020 7446 7895 | Mobile: 07591 995903 Fax: 01264 785 060

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- Always copy any email to the other parties, either by email or by post, and confirm in your email/ letter that you have done this;
- Always quote the reference number, property details and case officer's name in the email;
- Email chains, email 'conversations' about the case and bundles attached to emails will not be accepted.

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**From:** Aleksandr Stepanyan <AStepanyan@lambeth.gov.uk>  
**Sent:** 10 June 2021 16:54  
**To:** Dabasia, Jenny <jenny.dabasia@Justice.gov.uk>; London RAP <[London.Rap@Justice.gov.uk](mailto:London.Rap@Justice.gov.uk)>  
**Subject:** Flats 1-8, 101 Larkhall Rise, London SW4 6HR - LON/00AY/LDC/2021/0096

Dear Sirs,

I confirm that pursuant to the attached Directions, the Respondents have been served with the Dispensation Application and these Directions.

This was done by First-Class Post and by email (where it is known).

This was done on 10 June 2021.

Kind regards,

Aleksandr Stepanyan

Litigation Officer

**Homeownership & Rents**

**Resident Services**

Phone: 020 7926 3031

Email: [HMhomeownership@lambeth.gov.uk](mailto:HMhomeownership@lambeth.gov.uk)

[www.lambeth.gov.uk](http://www.lambeth.gov.uk)

Postal address: LITIGATION TEAM, London Borough of Lambeth, Homeownership & Rents, PO Box 734, Winchester, SO23 5DG

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or scan this QR code.

If you have a problem registering or logging in to your account, please contact us on 020 7926 1116 so we can help you.



**How did we do today? Please let us know and complete this short survey**

<https://www.surveymonkey.co.uk/r/8ZBJCJH>

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