FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AH/OLR/2018/1105**
Property	**:**	**Flat 1A, 2 Norbury Avenue, Thornton Heath, CR7 8AA**
Applicant	**:**	**Flona Enoese Davis**
Representative	**:**	**Mr Sam Phillips of Counsel instructed by Quality Solicitors Amphlett Lissimore**
Respondent	**:**	**Eilleen Darmudas**
Representative	**:**	**Mr Rupert Cohen of Counsel instructed by Judge & Priestley LLP**
Type of Application	**:**	**Application under section 48 of the Leasehold Reform, Housing and Urban Development Act 1993**
Tribunal Members	**:**	**Tribunal Judge Dutton** **Mr W R Shaw FRICS**
Date and venue of Hearing	**:**	**10 Alfred Place, London WC1E 7LR on 8th January 2019**
Date of Decision	**:**	**24th January 2019**

DECISION

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DECISION

The Tribunal determines that the terms of the lease should be as set out in the attached travelling draft and the reasons for such findings are as set out below.

BACKGROUND

1. By an application dated 23rd August 2018 the Applicant applied to the Tribunal under section 48 of the Leasehold Reform, Housing and Urban Development Act 1993 (the Act) for a determination as to the premium payable in respect of a lease extension for her property. The property, the subject of the application is Flat 1A, 2 Norbury Avenue, Thornton Heath CR7 8AA (the Property). The premium for the lease extension has been agreed between the parties at £19,500. However, the terms of the new lease have not been agreed and it was for that reason the matter came before us for hearing on 8th January 2019.

2. In the section 42 notice dated 7th February 2018, the Property is described as the '*ground floor flat known as Flat 1A, 2 Norbury Avenue, Thornton Heath CR7 8AA together with gardens, parking area and paved area'*. The lease is dated 20th December 1984 and made between Beulah House Hotel Limited (1) and Susan Beverley Jones (2). The lease is for a term of 99 years from 29th September 1981 and is registered at the Land Registry under title number SGL434328. In the schedule to the section 42 notice suggestions as to matters which should be contained in the new lease and requiring rectification from the original lease are set out. In additional also, a declaration is included, which contains the following wording: *"The parties hereby agree and declare that part of the area within the green edging on the plan to the existing lease and which for the avoidance of doubt is included in the demise as a car parking area and the drop kerb and vehicular access to Beulah Road which enables the use of this parking area have been created installed and maintained with all requisite consents in accordance with the terms of the existing lease and if necessary this lease."*

3. A counter notice under section 45 dated 6th March 2018, was issued by the landlord and apart from proposing a different premium, which is no longer in issue, stated that the new lease should be in the terms of the existing save that there should be an alteration to clause 3(10) in effect deleting same and substituting the following wording: *"Upon every assignment or under lease mortgage charge or devolution of the demised premises or any part thereof (each of which is herein referred to as an "event") give notice thereof to the lessor's solicitors within one calendar month after the same shall have taken place or been executed such notice to contain the name and place of abode of the persons on or to whom the same shall be devolved or been assigned charged or under let and (in the case of notice of mortgage were charged) the address of the branch office of the mortgage or charge and the account number of such mortgage or charge). The address of the branch office of the mortgagee or charge and the account number of such assignment under lease mortgage charge or devolution to the lessor or its said solicitors for inspection and notation and the pay the lessor's solicitors in respect of each such event registered a reasonable fee plus VAT being not less than £75 plus VAT."*

4. Prior to the hearing we were provided with a small bundle of papers which included the application and the notices served under the Act. We were also provided with a copy of the directions order, the Respondent and Applicants' title details and the draft lease. A number of emails that had been exchanged between the solicitors for the parties were also included as was a copy of the estate agents' particulars for the Property in July of 2005 and a planning permission dated 22nd June 2000. Any other documents in the bundle which are relevant we will refer to as required. At the end of the bundle was a statement of case on behalf of the Applicant. No evidence was adduced in the form of witness statements by either party and the Respondent did not attend the hearing, relying on Mr Cohen's submission.

5. We also received skeletons from both Counsel. The Applicants included a copy of the House of Lords' decision in the case of Earl Cadogan and others v 26 Cadogan Square and Howard de Walden Estate v Aggio and others. The case reference is [2008]UKHL44. For the Respondent, we were provided with a copy of the Upper Tribunal case of Rossman v Crown Estate Commissioners reference [2015]UKUT288. Mr Cohen also provided us with some inflation calculators to sustain the argument adopted by the Respondent for an increase in the fee payable for notices of assignment.

6. We noted all that was said in the skeleton arguments. Both Counsel accepted that they set out the basis of their case. Mr Phillips for the Applicant suggested to us that we could make modifications if the lease was unreasonable in its current form and that indeed that both sides were asking us to make changes. The most contentious appeared to relate to the car parking area, although it is important to note that Mr Cohen conceded early on that the Respondent accepted that the area was for car parking. There was no dispute to that, only that the Applicant had paved the car parking area in breach of the lease. There is no dispute that the car parking presently used is within the demise of the Property and that planning permission was granted to drop the kerb in June of 2000. It is said that the flat was sold with off street parking and that appears to be accepted by the Respondent and is consistent with the estate agents particulars at the time of the Applicant's purchase.

7. The next issue was the insurance provision of the lease. At clause 3(11) of the lease it is a requirement that the lessee will insure during the term and that such insurance will be through Sun Alliance and London Insurance Group of 7-15 Lansdown Road, Croydon, Surrey. The concern is that Sun Alliance and London Insurance Group no longer exists. Investigations carried out by Mr Cohen during the course of the hearing indicated that the insurers are now known as RSA Insurance Group PLC with an address at 20 Fenchurch Street, London EC3M 3AU. There appeared to be a certain commonality between the parties in that Mr Phillips for the Applicant conceded that insurance through RSA Insurance Group would be acceptable subject only as to whether or not section 30 of the Landlord and Tenant Act 1985 might apply and both Counsel left us to decide whether that was an issue that required determination.

8. There is a suggestion that the address of the Property needs to be slightly amended and that was agreed.

9. A further issue was the existence of a sign to the outside of Flat 2 directing visitors to the Applicant's flat. The Applicants sought a right to maintain this sign and indeed a new clause 7 was suggested as follows: *"7. The right to maintain and retain to the exterior of the said building adjacent to the path way colour brown on the plan a prominent sign stipulating that the front door of the flat element of the demised premises is situated around the corner."* In the papers before us we were provided with a photograph of the present signage which looks as though it has been in place for some time.

10. On the question of the fee payable on assignment or devolution of title Mr Phillips indicated that the Applicant would accept an increase in the amount from £6 presently shown at clause 3(10) of the existing lease, to £40.

11. In response to these matters, Mr Cohen confirmed that the main issue with regard to the car parking was the fact that the Applicant had paved this, without consent. The attempt to include in the draft lease a declaration, which in effect would remove any potential breach on the part of the Applicant by installing hardstanding, was inappropriate to say the least. We were referred to clause 3(7) of the existing lease which says as follows: *"that the lessee will not at any time make alterations or additions to the demised premises or cut maim or remove the main walls timbers or external fabric thereof (otherwise and for the purposes of supplying and making good any defect therein which shall be supplied and made good accordingly) nor carry out any development thereto or change the use thereof (within the meaning of any legislation for the time being relating to town and country planning) without the previous consent in writing of the lessor such consent not to be unreasonably withheld".* It is said that the installation of hardstanding constituted a development, for which permission should have been sought.

12. Mr Cohen referred us in some detail to the Upper Tribunal case of Rossman and the Crown Estate and we will deal with the relevant provisions of that case and indeed the House of Lords' case referred to us by Mr Phillips, as necessary in the findings section of this decision. In essence, however, it was said by Mr Cohen that the installation of hard standing, for which in effect a 'back door' consent was being sought, did not fall within the provisions of section 57(6) as there was no defect that required remedying. Nor were the provisions at sections 57(6)(b) engaged to enable the wording associated with the car parking and paved area to be included.

13. Insofar as the new sign was concerned, Mr Cohen indicated that to grant such a right would constitute a trespass against the owner of Flat 2 in that all leases appeared to be in the same terms as the subject property. Essentially they were full repairing leases and the structure of the flat was demised to the individual lessees. On the question of the hardstanding, Mr Cohen also referred us to clause 3(3) of the lease and a concern that in allowing the front area to be paved, this may cause potential problems for other lessees in respect of contributions towards the costs going forward and may affect the properties, for example in respect of any run off from this hard area.

14. On the question of the fee to be paid on notices of assignment, Mr Cohen produced to us an inflation calculator, which somewhat depressingly for

generations to come, indicated that £6 in 1984 would be worth £1,661.65 in 2170 with a future inflation rate applied of 3%. Presently £6 in 1984 at 2017 values would be £18.33. However, he did not just seek to include a fixed figure, the proposal was that the fee should be a minimum sum of £75, or such other reasonable amount.

15. In response Mr Phillips challenged the question of the fee change on the basis that whilst in the existing lease the figure of £6 was a 'ceiling', the proposed revision of the wording created in effect a 'floor' from which the costs of the registration could increase. Finally, he suggested that the position was that either there was a defect which required a remedy or that it would be unreasonable not to amend the lease as was being suggested by the Applicant in this case.

16. We are grateful to Counsel for their written skeleton arguments which was have borne in mind in reaching our decision and have also considered the two cases which were referred to us, and which we have cited above.

THE LAW

17. The law applicable to this case is set out below.

FINDINGS

18. We have included with this decision the draft new lease, which was provided in the bundle to us at pages 46 onwards. We have inserted in that draft the wording that we find is appropriate in respect of the various matters in dispute.

19. By way of explanation in respect of those matters we say as follows.

20. Insofar as the amendments to the demise is concerned, which involves amendments to clauses LR4 in two places, Recital B, a proposed new clause 4.3 and the declaration at clause 5, we conclude that there should be no reference in the demise to the *car parking*. We find that the description of the Property as set out in the original lease is perfectly satisfactory and there appears in our finding to be no defect which requires remedying under section 57(6)(a) nor are there circumstances which require any term of the existing lease to be excluded or modified insofar as the car parking is concerned.

21. The existing lease says this under the definition at the first schedule of the demised premises *"FIRST ALL THAT, ground floor flat forming part of the said building and known as Flat 1A, 2 Norbury Avenue, Thornton Heath, in the London Borough of Croydon as the same is shown edged with red on the plan annexed hereto and SECONDLY the garden ground and paved areas shown edged with green on the said plan (including the dust bin enclosure and the pathway leading to the demised premises) and THIRDLY the two roof areas shown edged purple on the said plan."* The coloured plan in the papers before us does not include an area which is edged in brown but we were told by Mr Cohen that this was in fact a rectangular area edged in red adjacent to the front door to Flat 2 and this was not disputed by Mr Phillips. The whole of the front garden is edged in green as is part of the rear garden. Our finding is that there is no doubt that the Applicant is entitled to park in the area edged in green. Indeed, the

Property was sold to her on that basis. In the papers before us is a copy of the sales particulars which presents the Property as having off street parking and indeed a photograph of a car parked on the front area is included. We were told that this was the Respondent's vehicle as she was the original lessee having acquired the freehold in August of 2000. The planning permission dated 22nd June 2000, which would appear to pre-date the Respondent's acquisition of the freehold, clearly allows for vehicular access and the provision of parking to the front of the Property. It makes no mention as to whether the surface of the car parking area should be altered in any way from what we understood to be originally grassed garden land.

22. It was put to us by Mr Phillips that the inclusion of the words relating to *car parking* was a change in the circumstances since the commencement of the original lease and that with the planning permission and the estate agent's particulars, clearly there was an allowance to park. We were also referred to section 62(2) of the Act which dealt with the inclusion of such items as garages outhouses gardens yards etc.

23. In this case of course, there is no dispute that the Applicant is entitled to park in the garden area but the dispute centres around the installation of hardstanding which the Respondent says was done without consent and in breach, certainly it is said, of clause 3(7) of the lease and possibly clause 3(3) although we are not so enamoured with that argument. The inclusion of the declaration seeks to avoid any liability on the part of the Applicant for the installation of the hardstanding. We do not consider there is a defect nor that there has been any change in circumstances which warrants us interfering with the terms of the existing lease.

24. We remind ourselves that in the provisions of section 57(6) it is the original term of the lease which is the most important aspect and it is a question as to whether or not there is a defect or it is necessary to amend that document. The President of the Upper Tribunal in his decision in Rossman at paragraph 37 recites the earlier finding in the case of Gordon v the Church Commissioners. At paragraph 37 the following is recorded: *"A lease can only properly be described as containing a defect (in the sense of shortcoming, fault, flaw or perhaps even imperfection) if it can objectively be said to contain such a defect when reasonably viewed from the stand point to both the reasonable landlord and a reasonable tenant. It may be noted that once a defect is shown to exist in the existing lease, then a party may require that for the purposes of the new lease any term of the existing lease shall be excluded or modified insofar as it is necessary to do so in order to remedy the defect. This mandatory language indicates that the concept of a defect is a shortcoming below an objectively measured satisfactory standard. It is not sufficient for a provision to be a defect only when viewed from the stand point of one or other party."*

25. It is accepted that the interpretation should be a narrow one. We do not consider that there is a defect in the existing lease, which requires any amendment or removal under the provisions of section 57(6). We bear in mind also it is for the Applicant to show that this step is necessary. It seems to us that the existing demise clearly includes the area edged in green upon which the car parking can be found. There is no dispute that the Applicant is entitled to park a car on this area of land and indeed planning permission was obtained by the Respondent in

2000. What, however, is not agreed is that the Applicant was entitled to install hardstanding. By amending the wording and in particular the declaration, as we have indicated above, this would seem to exonerate the Applicant from what may be a breach of the terms of the lease. We will return to that particular element later in this decision. For the moment, however, we find that the suggested wording in the draft lease where it seeks to include additional wording in the demise, in particular the parking area, is not one that we can accept. It follows therefore that the wording at LR4 in the draft should be omitted and further that the wording at Recital B after the post code for the Property should also be deleted the demise being satisfactorily covered in the existing lease. We also omit the proposed wording for the declaration. These are shown in the draft lease attached.

26. We then turn to the question of the insurance. We think that in fact both parties had, to all intents and purposes, reached an agreement on this. There can be no doubt that RSA Group is a suitable insurer. The provisions of section 30 of the Landlord and Tenant Act 1985 would not seem to bite in this case and accordingly if we amend the provisions of clause 3(11) to delete reference to the Sun Alliance and London Insurance Group with the address shown and insert in its place RSA Insurance Group PLC with an address of 20 Fenchurch Street, London EC3M 3AU, this would seem to solve any mischief that might be caused by the existing lease term. Again we have incorporated this change into the draft

27. On the question of signage we found Mr Cohen's arguments on this compelling. It does not seem to us that the Applicant can require the owner of an adjoining property to allow her to install a sign on their wall. It constitutes trespass. If she reaches an agreement with the owner of Flat 2 for the sign to remain or for it to be upgraded, that is a matter for her. However, we do not consider that it is a matter in any way falling within the provisions of section 57(6), we omit in its totality.

28. In respect of the provisions of clause 3(10) and in particular the fee chargeable, we have some sympathy with the Respondent. However, it must be borne in mind that this lease was entered into 1984, prepared by solicitors for the then freeholder. The term of years is 99 years from 29th September 1981 and accordingly would not have expired until 2080. To increase the fee payable on assignment to a minimum of £75 at this stage with no upward ceiling seems to us to be a step too far. The Applicant has indicated that she would agree an alteration from £6 to £40 and we think that is a reasonable amendment to be made under the provisions of section 57(6)(b) and will amend the existing clause accordingly by deleting reference to £6 and substituting the figure of £40 as a fixed amount for the term of the extended lease.

29. There were a couple of other amendments to the draft lease that the parties had agreed. In particular, changing 'lessees' to 'tenants' in clause LR9 and the amendment to Recital A to correctly include the address of the building as 2 Norbury Avenue, Thornton Heath CR7 8AA.

30. We would like to thank both Counsel for their assistance in this case and for producing the skeleton arguments which were of great assistance.

31. The draft lease, incorporating these findings, is attached.

Judge: Andrew Dutton

A A Dutton

Date: 24th January 2019

ANNEX – RIGHTS OF APPEAL

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-Tier at the Regional Office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional Office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
3. If the application is not made within the 28-day time limit, such application must include a request to an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (ie give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

The relevant Law, Leasehold Reform, Housing and Urban Development Act 1993

57 Terms on which new lease is to be granted.

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

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

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

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

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

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

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

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

(ii)for the tenant's liability to make those payments to be enforceable by distress, re-entry or otherwise in like manner as if it were a liability for payment of rent.

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

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

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

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

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

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

(5)Where the new lease is granted after the term date of the existing lease, then on the grant of the new lease there shall be payable by the tenant to the landlord, as an addition to the rent payable under the existing lease, any amount by which, for the period since the term date or the relevant date (whichever is the later), the sums payable to the landlord in respect of the flat (after making any necessary apportionment) for the matters referred to in subsection (2) fall short in total of the sums that would have been payable for such matters under the new lease if it had been granted on that date; and section 56(3)(a) shall apply accordingly.

(6)Subsections (1) to (5) shall have effect subject to any agreement between the landlord and tenant as to the terms of the new lease or any agreement collateral thereto; and either of them may require that for the purposes of the new lease any term of the existing lease shall be excluded or modified in so far as—

(a)it is necessary to do so in order to remedy a defect in the existing lease; or

(b)it would be unreasonable in the circumstances to include, or include without modification, the term in question in view of changes occurring since the date of commencement of the existing lease which affect the suitability on the relevant date of the provisions of that lease.

(7)The terms of the new lease shall—

(a)make provision in accordance with section 59(3); and

(b)reserve to the person who is for the time being the tenant's immediate landlord the right to obtain possession of the flat in question in accordance with section 61.

(8)In granting the new lease the landlord shall not be bound to enter into any covenant for title beyond—

(a)those implied from the grant, and

(b)those implied under Part I of the Law of Property (Miscellaneous Provisions) Act 1994 in a case where a disposition is expressed to be made with limited title guarantee, but not including (in the case of an underlease) the covenant in section 4(1)(b) of that Act (compliance with terms of lease);

and in the absence of agreement to the contrary the landlord shall be entitled to be indemnified by the tenant in respect of any costs incurred by him in complying with the covenant implied by virtue of section 2(1)(b) of that Act (covenant for further assurance).

(8A)A person entering into any covenant required of him as landlord (under subsection (8) or otherwise) shall be entitled to limit his personal liability to breaches of that covenant for which he is responsible.]

(9)Where any person—

(a)is a third party to the existing lease, or

(b)(not being the landlord or tenant) is a party to any agreement collateral thereto,

then (subject to any agreement between him and the landlord and the tenant) he shall be made a party to the new lease or (as the case may be) to an agreement collateral thereto, and shall accordingly join in its execution; but nothing in this section has effect so as to require the new lease or (as the case may be) any such collateral agreement to provide for him to discharge any function at any time after the term date of the existing lease.

(10)Where—

(a)any such person (“the third party”) is in accordance with subsection (9) to discharge any function down to the term date of the existing lease, but

(b)it is necessary or expedient in connection with the proper enjoyment by the tenant of the property demised by the new lease for provision to be made for the continued discharge of that function after that date,

the new lease or an agreement collateral thereto shall make provision for that function to be discharged after that date (whether by the third party or by some other person).

(11)The new lease shall contain a statement that it is a lease granted under section 56; and any such statement shall comply with such requirements as may be prescribed by rules made in pursuance of section 144 of the Land Registration Act 1925 (power to make general rules).

DATED 2018

EILEEN DARMUDAS (1)

and

FLONA ENOESE DAVIS (2)

Lease as approved by the First-tier Tribunal in the decision dated 24th January 2019

LEASE

-of-

Flat 1A, 2 Norbury Avenue,
Thornton Heath (CR7 8AA)

Granted under section 56 of the Leasehold Reform,
Housing and Urban Development Act 1993

Judge & Priestley

6 West Street,

Bromley,

Kent,

BR1 1JN

Land Registry – Prescribed Lease Clauses

Land Registration Act 2002

Land Registration Rules 2003

LR1. Date of Lease	
LR2. Title Number(s)	**LR2.1 Landlord's title number(s)** *[Title number(s) out of which this lease is granted. Leave blank if not registered.]* SGL18451 **LR2.2 Other title numbers** *[Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.]* SGL434328 (Tenant's existing title number)
LR3. Parties to the Lease	**Landlord:** **EILEEN DARMUDAS** of PO Box 8946, London SE25 4ZF **Tenant** **FLONA ENOESE DAVIS** of Flat 1A, 2 Norbury Avenue, Thornton Heath CR7 8AA ***Other parties*** None
LR4. Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. The ground floor flat known as Flat 1A, 2 Norbury Avenue, Thornton Heath CR7 8AA together with gardens and paved area as more particularly described and demised in the First Schedule of the lease dated 20th December 1984 and made between Beulah House Hotel Limited (1) and Susan Beverley

	Jones (2) ("the Original Lease")
LR5. Prescribed statements	***LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003*** This Lease is made under the provisions of section 56 of the Leasehold Reform, Housing and Urban Development Act 1993 ***LR5.2 this lease is made under, or by reference to, provisions of:*** N/A
LR6. Term for which the Property is Leased	The term is as follows: 189 years from 29th September 1981
LR7. Premium	Nineteen Thousand Five Hundred Pounds (£19,500)
LR8. Prohibitions or restrictions on disposing of this Lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc	***LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land*** None ***LR9.2 Tenant's covenant to (or offer to) surrender this lease*** None ***LR9.3 Landlord's contractual rights to acquire this lease*** None
LR10. Restrictive covenants given in	None

this lease by the Landlord in respect of land other than the Property	
LR11. Easements	***LR11.1 Easements granted by this lease for the benefit of the Property*** See the Second Schedule of the Original Lease and clause 1 of this lease. ***LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property*** See the Third Schedule of the Original Lease and clause 1 of this lease.
LR12. Estate rentcharge burdening the property	None
LR13. Application for standard form of restriction	None
LR14. Declaration of trust where there is more than one person comprising the Tenant	N/A

THIS SURRENDER AND LEASE is made the day of 2018

BETWEEN (1) EILEEN DARMUDAS of PO Box 8946, London SE25 4ZF (hereinafter called "the Landlord") of the one part and (2) **FLONA ENOESE DAVIS** of Flat 1A, 2 Norbury Avenue, Thornton Heath, Surrey CR7 8AA (hereinafter called "the Lessee") of the other part.

WHEREAS

(A) The Landlord is the freehold owner of the building known as Sudbury Lodge 2 Norbury Avenue, Thornton Heath CR7 8AA ("the Building") as the same is registered at the Land Registry under title number SGL18451.

(B) By a lease ("the Original Lease") dated 20th December 1984 and made between Beulah House Hotel Limited (1) and Susan Beverley Jones (2) the premises more particularly described in the Original Lease and known as Flat 1A, 2 Norbury Avenue, Thornton Heath CR7 8AA together with gardens and paved area ("the Premises") were demised for a term of 99 years from 29th September 1981 and registered at the Land Registry under title number SGL434328.

(C) This Lease is granted under section 56 of the Leasehold Reform, Housing and Urban Development Act 1993 (as amended) ("the Act").

(D) This is a new lease for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995.

(E) If the Landlord or the Lessee is at any time more than one person their obligations shall be joint and several obligations of such persons.

1 DEMISE

IN CONSIDERATION of the sum of Nineteen Thousand Five Hundred Pounds (£19,500) paid by the Lessee to the Landlord (the receipt of which sum the Landlord hereby acknowledges) and of the rents and covenants hereinafter reserved and contained and the surrender of the Original Lease the Landlord with limited title guarantee **HEREBY DEMISES** to the Lessee the Premises **TO HOLD** the same for a term of 189 years from 29th September 1981 **TOGETHER WITH** the rights granted by the Original Lease but **EXCEPTING AND RESERVING** to the Landlord the matters excepted and reserved by the Original Lease **YIELDING AND PAYING FIRSTLY** a rent of one peppercorn per annum (if demanded) **AND SECONDLY** such sums as are payable under the lessee's covenants in the Original Lease (other than rent).

2 TERMS AND INCORPORATION OF COVENANTS

2.1 From and including the date hereof, the terms of the Original Lease shall be varied by the provisions set out in clause 4 and this Lease shall be construed accordingly.

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

3 MUTUAL COVENANTS

3.1 The Lessee covenants with the Landlord for the duration of this Lease to observe and perform all the covenants and conditions on the lessee's part contained in the Original Lease as modified by this Lease.

3.2 The Landlord covenants to observe and perform its covenants conditions agreements and stipulations contained in this Lease and the Original Lease which has been incorporated into this Lease under Clause 2.

4 MODIFICATIONS TO THE ORIGINAL LEASE

With effect from the date hereof it is hereby agreed and declared by and between the parties hereto so as to bind their successors in title that the Original Lease shall at all times be read construed and take effect as if the following amendments were made thereto:-

4.1 In the penultimate line of clause 3(10) the words "Six Pounds" shall be deleted and replaced with the words "Forty Pounds plus VAT"

4.2). In clause 3(11) reference to Sun Alliance and London Insurance Group and the following address shall be deleted RSA Insurance Group PLC with an address of 20 Fenchurch Street, London EC3M 3AU

4.4). In the third line of clause 1 of the Second Schedule the words "the electric meter area" shall be deleted and replaced with the words "gas meter serving the same"

4.5). Clause 2 of the Second Schedule shall be deleted and replaced with the following clause 2:-

"2. The right to maintain and gain access to the gas meter serving the demised premises which is attached to the exterior of the said building together with all requisite rights of way in order to exercise this right"

4.6). In the third and fourth lines of clause 3 of the Second Schedule the words "eighty years hereafter" shall be deleted and replaced with the words "the term hereby granted"

4.8). In the third and fourth lines of clause 3 of the Third Schedule the words "eighty years hereafter" shall be deleted and replaced with the words "the term hereby agreed"

5 SUB-TENANTS

Pursuant to section 59(3) of the Act no long lease created immediately or derivatively by way of sub-demise under this Lease shall confer on the sub-tenant as against the Landlord a right under Chapter II of Part I of the Act to acquire a new lease.

6 REDEVELOPMENT

The Landlord may (a) at any time during the period of 12 months ending on 28 September 2080 and (b) at any time during the period of 5 years ending on 28 September 2170 apply to the court under section 61 of the Act for an order for possession of the Premises on the ground that for the purpose of redevelopment it intends to demolish or reconstruct or to carry out substantial works of construction on the whole or a substantial part of the Building and that it could not reasonably do so without obtaining possession of the Premises and the provisions of that section and of schedule 14 of the Act shall apply accordingly provided compensation is payable in accordance with Section 61(4) and Schedule 14 of the Act.

7 THIRD PARTIES

It is not intended that any of the terms of this lease shall be enforceable by any third party under Section 1 of the Contracts (Rights of Third Parties Act) 1999.

IN WITNESS of which this Lease has been executed and delivered as a Deed on the date first above written.

EXECUTED AND DELIVERED AS A DEED)
by the said **EILEEN DARMUDAS**) ……..……………
in the presence of:)

Witness Name …………………………………………..

Witness Signature ……………………………………….

Witness Address …………………………………………

…………………………………………………………..

Witness Occupation …………………………………….

EXECUTED AND DELIVERED AS A DEED)
by the said **FLONA ENOESE DAVIS**) ……...……………
in the presence of:)

Witness Name …………………………………………..

Witness Signature ……………………………………….

Witness Address …………………………………………

…………………………………………………………..

Witness Occupation …………………………………….