

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE
LEASEHOLD VALUATION TRIBUNAL**

Property : 35 Cloverfield,
Trotters Road,
Harlow,
Essex CM18 7AE

Applicant : Karen Mary Stevens (formerly Evans)
represented by Mr. Andrew Bailey of
counsel

Respondent : Deborah Heather Dixon

Case number : CAM/22UJ/OLR/2007/0020

Date of Court Transfer : Order of 23rd March 2007

Type of Application : To determine purchase price and
terms of lease on enfranchisement
where landlord cannot be found (Section
51 of the Leasehold Reform, Housing
and Urban Development Act 1993 ("the
Act"))

Tribunal : Bruce Edgington (lawyer chair)
Marina Krisko BSc (Est Man) FRICS
Neil Martindale FRICS

**Date and place
of hearing** : 9th August 2007 at Park Inn Harlow,
Southern Way, Harlow CM18 7BA

DECISION

1. In the event that the Court grants the Applicant a Vesting Order providing for the surrender of the Applicant's lease of her flat and for the granting of a new lease in accordance with Section 50(1) of the Act, the terms of the new lease shall be in accordance with the draft annexed to this decision which has been approved by the Tribunal.
2. The amount to be paid into court in accordance with Section 51(5) of the Act is £16,112.00

3. This matter is now transferred back to the Harlow County Court for it to consider whether a vesting order should be made.

Reasons

Introduction

4. The Applicant is the owner of a leasehold interest in the property being the residue of the term of 99 years from the 24th June 1960 which is registered at HM Land Registry under title number EX68447.
5. She wishes to extend her leasehold interest by using the enfranchisement provisions under the Act but unfortunately she has been unable to find the landlord and serve her with an Initial Notice under Section 42 of the Act.
6. The Act makes provision for this by enabling a tenant in the Applicant's position to apply to the county court for a vesting order. Whether or not a vesting order is made is a matter for the court and not this Tribunal. All this Tribunal has the power to do is approve the form of lease and the amount to be paid into court in accordance with Section 51(5) of the Act in the anticipation that a vesting order will be made.
7. The method of calculating the amount to be paid into court is set out in Section 51(5) of the Act and is "*the aggregate of-*
 - (a) *such amount as may be determined by a leasehold valuation tribunal to be the premium which is payable under Schedule 13 in respect of the grant of the new lease*
 - (b) *such other amount or amounts (if any) as may be determined by such a tribunal to be payable by virtue of that Schedule in connection with the grant of that lease; and*
 - (c) *any amounts or estimated amounts determined by such a tribunal as being, at the time of execution of that lease, due to the landlord from the tenant (whether due under or in respect of the tenant's lease of his flat or under or in respect of any agreement collateral thereto)*"
8. The Applicant has provided the Tribunal with a valuation prepared by Mr. A.P. Cayford FRICS which concludes that the premium which should be paid for the new lease is £8,850.00.
9. In addition, the Tribunal considered all the papers lodged with the county court including the Part 8 Application and the 2 Affidavits of Glynn Barry Davies, the Applicant's solicitor, sworn, respectively on the 13th April 2006 and 27th March 2007.

The Inspection

10. The members of the Tribunal inspected the exterior of the property in the presence of the Applicant and Mr. Bailey and found it to be, as

anticipated in the papers, a brick built property under a pitched tiled roof. The subject flat is one of 4 in a block which is similar to other blocks in the vicinity which all appear to have been built in the 1960's. There are some shops on the opposite side of the road but only one appeared to be open. There is a bus route along that road into Harlow town centre.

11. It appears that the ground floor flats do not have access to the garden although the occupier told the Tribunal that there is a liability to maintain the grass at the front of the property and the hedge at the side. Thus the top flats have the benefit of the rear garden. Any perceived benefit of being on the ground floor should be balanced by the fact that in respect of this particular flat the steps up to the front door are particularly steep.
12. The Tribunal was also able to inspect the interior of the property in the presence of the sub-tenant. It was in good condition with modern kitchen, bathroom and heating system all of which appeared to be tenant's improvements. However, there was a distinct lack of storage.
14. The Tribunal was also able to inspect the comparables referred to by the Applicant's expert from the outside and they noted that they were all first floor flats with the benefit of gardens.

The Hearing

15. Unfortunately, Mr. Cayford did not attend the hearing and neither Mr. Bailey nor his client were, understandably, able to assist the Tribunal on technical valuation issues. However, Mr. Bailey kindly offered to telephone Mr. Cayford which he did.
16. On returning to the hearing, Mr. Bailey was able to tell the Tribunal that he had spoken to Mr. Cayford who said that he had valued the property at as August 2007 rather than the appropriate valuation date which is when the court application started on the 9th January 2007. He estimated that his open market valuations should therefore be reduced by some 3½%. Also, he had not taken tenant's improvements into consideration and estimated that these would have enhanced any open market value by about £5,000. Finally, and worryingly from the Tribunal's point of view, he had not heard of the important decision of the Lands Tribunal ("LT") in 5 cases commencing with **Earl Cadogan and Cadogan Estates Ltd. v. Sportelli** which was handed down on the 15th September 2006 ("Sportelli").

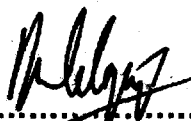
Conclusions

17. In calculating the premium to be paid in an enfranchisement case, the Act states that the calculation is as set out in Schedule 13. In essence, one has to calculate the loss to the landlord of granting an extension to the existing lease of 90 years without any ground rent, taking into account such matters as loss of the ground rent (the capitalisation rate) and the deferment of the right of the landlord to

obtain vacant possession of the property from a date in 52 years' time to a date in 90 years' time (the deferment rate).

18. The first thing one has to do is calculate the difference in value of the leasehold interest as it is now i.e. with 52½ years remaining approximately on the basis that there is no right to obtain an extension – often referred to as the 'no-Act world' – and the value after the existing lease has been surrendered and a new lease has been granted at a peppercorn ground rent for the remaining term plus 90 years.
19. This can be very difficult because market evidence of the value of a lease in the no-Act world is obviously going to be difficult to obtain. The fact is that the Act does exist and any buyer of a new lease will know that he or she can get it extended. Where there is little or no evidence, the most usual method of calculating the no-Act world value is to use what is known as a relativity percentage.
20. In this case, the Tribunal looked at, and accepted, the evidence supplied by Mr. Cayford of 3 sales in the immediate vicinity and 1 property on the market. However, it did consider that the ground floor would have less value in this case because of the lack of garden and the steep steps to enter.
21. The Tribunal considered that the best comparable was the other property facing directly onto the main road i.e. 26 Cloverfield Court which sold for £129,500 six months before the valuation date. Unfortunately, there was no evidence as to whether there were tenants improvements although the Tribunal did note that the windows had been replaced. Taking into account the differences, the passing of time until the valuation date and stripping out the tenants' improvements, the Tribunal came to the view that the open market value of the property with an extended lease at a peppercorn rent would be £130,000 at the valuation date.
22. As to the value in the no-Act world, Mr. Cayford puts this at £125,000 without any justification whatsoever. This is unfortunate because he quotes the 3 sales of extended leases in the immediate vicinity all completed within 6 months of the valuation date. Details of those transactions could have been obtained from the Land Registry.
23. Thus, in the absence of evidence before the Tribunal, its members turned to the relativity percentage as a guide. There are a number of tables of research and market evidence used by valuers in this field. These have been brought together in what is known as the 'graph of graphs' published by Beckett & Kay which purports to take all this research and evidence into account including decisions of previous Leasehold Valuation Tribunals around the country.

24. In view of the relatively small value of the property as compared with many which are used in the graph of graphs, the Tribunal decided to use a relativity of about 80% which is near the top of this graph for a lease with 52 years to run. This produces a value of £104,000 for a lease in the no-Act world i.e. 80% of £130,000
25. As to capitalisation of ground rent, the Tribunal agreed with Mr. Cayford's rate of 8%. As to the deferment rate, this is the point where Sportelli becomes relevant. Mr. Cayford has used 8% for this as well.
26. LT decisions are not generally binding on Leasehold Valuation Tribunals. However, occasionally, the LT does make "*principles of practice to which regard should be had by the first-tier tribunals and by practitioners dealing with claims in any of the Tribunal's original or appellate jurisdictions*" (paragraph 117 of the Sportelli decision) Deferment rates have been the subject of much argument and many appeals over the years and Sportelli was a case where the LT sought to end these arguments and appeals and said, in effect, that a deferment rate of 5% for flats with an unexpired term in excess of 20 years was appropriate throughout the country.
27. Having said that, the LT, at paragraph 91 of its decision said that "*we do not rule out the possible need to adjust the deferment rate to take account of such matters as obsolescence and condition*". In this particular case, the Tribunal felt that there was indeed a need to make such an adjustment. Unlike the properties in Sportelli, there can certainly no presumption that the property or the location will be in good condition in 52 years' time.
28. The Tribunal therefore decided that the appropriate deferment rate is 6%. Taking all these various matters into account the Tribunal decides that the amount of premium to be paid into court is £16,112.00 as set out in the attached calculation. As to loss of ground rent, the amounts are so small that the Tribunal considered a separate sum for this under Section 51(5)(c) of the Act to be de minimis.
29. It should be noted that this decision was written within a day of the hearing but the applicant's solicitors delayed in providing a satisfactory draft lease for endorsement.


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Bruce Edgington
Chair
4th October 2007

LVT VALUATION FOR 35 CLOVERFIELD, HARLOW, CM18 7AE

Valuation date 9th January 2007.
Unexpired term 52.5 years
Ground Rent £10 p.a.
Value of tenant's unimproved extended leasehold interest £130,000
Present unimproved value with existing lease £104,000
Relativity 80%
Term yield 8%
Reversion yield 6%
Landlord's share of marriage value 50%

Value of landlord's existing interest

Term			
GR	10		
YP 52.5 years @ 8%	12.27995 x	£122	
Reversion			
Capital Value (extended unimproved lease)	£130,000		
PV £1 in 52.5 years @ 6%	0.046949		
		£6,103	
Total			<u>£6,225</u>

Marriage Value after new lease grant

Value of tenants' existing interest	£104,000		
Value of landlord's existing interest	£ 6,225		
Total value of existing interests		£110,225	
Value of tenant's interest with new lease	£130,000		
Value of landlord's interest with new lease	£ 0		
Total value of interests after new lease		£130,000	
Total Marriage Value		£19,775	
Landlord's share of marriage value @ 50%			<u>£9,887</u>
Premium			<u>£16,112</u>

Approved subject to insertion of premium

Handwritten signature Chair

LVT.

4/10/07

LR1. Date of Lease

LR2 Title number(s)

LR2.1 Landlords title number

Title number(s) out of which this Lease is Granted.

EX 237386

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

None

LR3. Parties to this Lease

Landlord

Deborah Heather Dixon

Tenant

Karen Mary Evans

Other parties

Specify capacity of each party for example "management company", "guarantor" etc

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 Demised Premises defined in this Lease and Known as Number 35 Cloverfield, Harlow, Essex CM18 7EA

**LR5 Prescribed statements
Etc**

**LR5.1 Statements prescribed under rules 179
(dispositions in favour of a charity). 180
Dispositions by a charity or 196 (leases under
The Leasehold Reform, Housing & Urban
Development Act 1 993) of the Land
Registration Rules 2003**

None

**LR5.2 This Lease is made under, or by
Reference to, provisions of:**

LR6 Term for which the Property is Leased	<p>The term is as follows: One Hundred & Forty Two years from the date hereof being</p> <p>The balance of existing term plus 90 years.</p>
LR.7 Premium	
LR8 Prohibitions or Restrictions on disposing of This Lease	This lease contains a provision that prohibits or restricts dispositions
LR9 Rights of acquisition etc.	<p>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</p> <p>None</p>
LR10. Restrictive covenants Given in this lease by the Landlord in respect of land Other than property	None
LR11. Easements	<p>LR11.1 Easements granted by this lease for The benefit of the Property. Clauses 1 (a to e)</p> <p>LR11.2 Easements granted or reserved by This lease over the Property for the Benefit of other property Clauses 1 (I to v)</p>
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	The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants

OR

**The Tenant is more than one person.
They are to hold the Property on trust
For themselves as tenants in common in
Equal shares**

OR

**The Tenant is more than one person. They
Are to hold the Property on trust. *Complete
As necessary***

THIS LEASE is made the _____ day of _____ 2007

BETWEEN DEBORAH HEATHER DIXON address unknown (hereinafter called "the Landlord") and KAREN MARY EVANS of 35 Cloverfield, Harlow, Essex CM18 7EA (hereinafter called "the Lessee") of the second part.

- (1) **THE** Lessor is the owner in fee simple of the property known as 35 Cloverfield, Harlow Essex CM18 7EA hereinafter more particularly described and called "the demised premises".
- (2) **BY** a Lease dated 12th September 1960 made between British Industrial Corporation Limited (1) McManus and Company Limited(2) and Rennie Blake (3) ("the original Lease") the property hereinafter described and known as 35 Cloverfield Harlow Essex CM18 7EA ("the demised premises") were demised for the term and as more particularly therein described.
- (3) **The** Landlord is registered under Title No: EX 237386 as proprietor of the freehold interest immediately expectant upon the determination of the original lease.
- (4) **THE** Lessee is registered under Title No: EX 68447 as proprietor of the original Lease.
- (5) **THE** whereabouts of the Landlord being unknown the Lessee has applied to the court for a vesting order under Section 50 of the Leasehold Reform Housing and Urban Development Act 1993 ("the Act")
- (6) **ON** the _____ day of _____ 2007 / Harlow County Court made a Vesting Order under section 50 of the Act whereby it was ordered:-

WITNESSETH as follows:-

1. IN consideration of the rents hereinafter reserved and of the covenants by the Lessee hereinafter contained AND ALSO in consideration of the sum of

pounds now paid by the lessee (receipt whereof is hereby acknowledged. The Lessor as beneficial owner hereby demises unto the Lessee first ALL THAT the ground floor maisonette and outhouse situate and being number 35 Cloverfield Harlow in the County of Essex for the purpose of identification only shown on the plan attached hereto and thereon coloured pink and Secondly ALL THOSE pieces of parcels of ground coloured green and yellow hatched black on the said plan (hereinafter collectively called "the demised premises") Together with

- (a) the free right of passage and running of water and soil gas and electricity from and to the demised premises through and along all sewers drains watercourses water pipes cisterns gutters gas pipes and electric wires which are now or may hereafter be in under or upon any adjoining or adjacent land of the Lessor and in under or upon the upper or any adjoining or adjacent maisonettes.
- (b) The right to install and maintain in the loft of the upper maisonette flat number 36 Cloverfield 9 hereinafter referred to as "the upper flat") an internal television aerial and to connect the same by passing a wire or wires through the eaves and carrying the same down the exterior of the upper flat to the demised premises.
- (c) The right at all reasonable times to enter upon the premises adjoining the demised premises and any part of the upper flat for the purpose of cleansing or executing repairs and alterations to the demised premises as the same shall be necessary and repairing and maintaining a television aerial in the loft of the

upper flat and the wires connected therewith making good to the owner or occupier of such adjoining premises and the upper flat all damage thereby occasioned

(d) The right of support and protection to the demised premises and the staircase leading thereto as the same is at present enjoyed from the upper flat and the premises adjoining the demised premises.

(e) A right of way at all times and for all purposes over the Estate road until such time as the said road shall be taken over by the local authority.

EXCEPT AND RESERVING

(1) Unto the Lessor and the owners and occupiers of the upper flat and all others having or to have the like right a right of way on foot only for themselves and all persons authorised by them respectively over and along the land coloured yellow hatched black on the said pl

(ii) Unto the Lessor and its tenants the free and uninterrupted passage and running of water and soil gas and electricity from and to the upper flat and the adjoining maisonette flats and from and to the other buildings and land of the Lessor adjoining or near to the demised premises through and along the drains watercourses water pipes cisterns gutters gas pipes electric wires and meters which are now or may hereafter during the term hereby granted be in through or under the demised premises

(iii) Unto the Lessor and its tenants of the flat and adjoining premises hereinbefore mentioned the right of support to the upper flat and the premises adjoining the demised premises as the same is at present enjoyed from the demised premises

(iv) Unto the Lessor the right at any time hereafter to rebuild or alter any of the adjoining or neighbouring buildings according to such plans and in such manner as shall be approved by the Surveyor to the Lessor

(v) Unto the Lessor and the owners and occupiers of the upper flat and of the adjoining premises the right for themselves and any person or persons authorised by them respectively to enter upon the demised premises or any part thereof at all reasonable times for the purpose of cleansing and executing repairs and alterations to the said flat or adjoining premises subject in every way to the provisions contained in the covenants on the part of the Lessee to permit such entry herein contained TO HOLD unto the Lessee for the term of One Hundred and Forty Two years. YIELDING AND PAYING therefore during the said term the yearly rent of one peppercorn in each year

2. AND the Lessee to the intent that the covenants on his part hereinafter contained (other than the covenants contained in sub-clause (1) (2) (18) (23) and (24) of this clause) shall enure for the benefit of and be enforceable by the Lessees of the other adjacent and adjoining maisonettes Numbers 33,34 and 36 Cloverfield aforesaid hereby covenants with the Lessor (such covenant to enure throughout the whole of the said term) as follows:-

(1) To pay the rent hereinbefore reserved at the times and in manner aforesaid

(2) To pay and discharge in addition to the rent all rates taxes duties charges assessments and outgoings of every description (except Landlords Property Tax) but including all charges whatsoever whether parliamentary parochial or of any other description which now are or during the said term shall be imposed or charged on the demised premises or the Lessor or Lessee or occupier in respect thereof or in respect of any erections thereon or additions

thereto Provided that where any outgoing or charge is imposed or charged on or in respect of premises of which the demised premises form part only the Lessees obligations under this covenant shall be to pay and discharge such proportion of the outgoing or charge as is certified by the Surveyor for the time being of the Lessor to be attributable to the demised premises.

(3) To do and execute or cause to be done and executed all such works as under or by virtue of any Act or Acts of Parliament for the time being in force are to shall be directed or necessary to be done or executed upon or in respect of the demised premises or any part thereof (whether owner Landlord lessee tenant or occupier) and at all times to keep the Lessor indemnified against all claims demands and liabilities in respect thereof.

(4) From time to time during the said term to pay all costs charges and expenses incurred by the Lessor in abating a nuisance and executing all such works as may be necessary for abating a nuisance in obedience to a notice served by a Local Authority.

(5) From time to time and at all times during the said term well and substantially to repair uphold support cleanse maintain drain amend and keep the demised premises (and in particular the joists or other the support for the floor of the upper maisonette) and all buildings which at any time during the said term be erected on and all additions made to the demised premises and the fixtures therein (including cisterns boilers water pipes ballcocks gas pipes and electric wires) and all walls sewers drains pathways passageways easements and appurtenances thereof with all necessary reparations cleansing and amendments whatsoever

(6) To maintain and keep the garden ground coloured green on the said plan in a cultivated and tidy condition

(7) In accordance with the requirements of the Harlow Development Corporation to permanently retain the dotted area of the garden ground coloured green as open lawn without any flowerbeds or shrubs being planted except within the three feet wide planting strip adjacent to the front external wall of the demised premises and coloured green on the said plan and not to erect any fences whatsoever

(8) At all times during the said term to pay and contribute a rateable or due proportion of the expenses of making repairing maintaining supporting rebuilding and cleansing all ways passageways pathways sewers drains pipes watercourses water pipes cisterns party walls party structures easements and appurtenances belonging to or used or capable of being used by the Lessee in common with the Lessor or the tenants or occupiers of the premises near to or adjoining the demised premises or of which the demised premises form part such proportion in the case of difference to be settled by the Surveyor for the time being of the Lessor whose decision shall be final and binding and to be paid on demand and to keep the Lessor indemnified against all expenses as aforesaid

(9) To paint all woodwork and iron work and other external parts including all external fences (if any) of the demised premises where usually painted twice over with a good and appropriate oil colour or paint of the best quality in a good and workmanlike manner in every third year computed from the date hereof and also during the last year of the said term and on each occasion in a colour to be previously approved by the Lessor's Surveyor for the time being.

(10) To paint twice over with a good and appropriate oil colour or paint of best quality and varnish paper whiten and colour all the inside wood and iron work

of the demised premises where usually painted varnished papered whitened and coloured in every seventh year computed from the date hereof and during the last year of the said term in good and workmanlike manner

(11)(i) At his own expense to obtain all necessary permissions and approvals under the Town and Country Planning Act 1947 or otherwise for any rebuilding or reinstatement of or repairs to the demised premises that may be made pursuant to Clause (19) hereinafter contained from time to time during the said term and to produce to the Lessor or its Surveyor all such permissions and approvals.

(ii) Not to do or omit or suffer to be done or omitted any act matter or thing in on or respecting the demised premises required to be omitted which shall contravene the provisions of the said Act or any of them.

(iii) At all times hereafter to indemnify and keep indemnified the Lessor from and against all actions proceedings costs expenses claims and demands in respect of the matters aforesaid or any of them

(12). To permit the Lessor and its Surveyors agents and workmen twice or oftener in every year during the said term at convenient hours in the daytime upon previous appointment to enter into and upon the demised premises and view the state and condition thereof and to repair and make good all defects and wants of reparation of which notice in writing shall be given to him by the Lessor within three months after the giving of such notice to the satisfaction of the Lessor or its Surveyors in accordance with the covenants herein contained.

(13) If the Lessee shall make default in any of the covenants hereinbefore contained for or relating to the repair of the demised premises it shall be lawful for the Lessor or its agents and workmen (but without prejudice to the right of

re-entry hereinafter contained) to enter upon the demised premises and repair the same at the expense of the Lessee in accordance with the covenants and provisions of these presents and the expenses of such repairs shall be repaid by the Lessee to the Lessor on demand

(14) To permit the Lessor and the tenants or occupiers of the upper flat and of the adjoining premises and their respective agents or workmen at any time or times during the said term at reasonable hours in the daylight to enter upon the demised premises for the purpose of cleansing and for executing repairs or alterations of or upon such flat or adjoining premises making good to the Lessee all damage thereby occasioned.

(15) To permit the Lessor and the tenants or occupiers for the time being of the upper flat and of the adjoining premises or any person or persons authorised by them respectively in that behalf at reasonable hours in the daytime upon previous appointment to enter upon the demised premises for the purpose of constructive laying down altering repairing cleansing emptying or maintaining any sewers watercourses cesspools gutters drains water pipes electric wires or gas pipes in connection with or for the accommodation of the said flat or adjoining premises doing as little damage as may be to the demised premises and restoring the surface of the soil and everything erected thereon without any unreasonable delay but without making an compensation for any temporary inconvenience the person entering making good to the Lessee all damage to the demised premises thereby occasioned and so that no new sewer watercourse cesspool drain water pipes electric wires or gas pipe shall pass under or through the demised premises.

(16).Not by building or otherwise to stop or obstruct the access of any light or air belonging to or enjoyed by any premises the estate or interest whereof in possession or reversion may be in the Lessor or in any person in trust for it.

(17).Not to use or permit the demised premises or any part thereof to be used for any illegal or immoral purpose.

(18).Upon every assignment or underlease (except an underlease at a rack rent for any term not exceeding twenty one years) of the premises or any part thereof to give notice thereof to the Lessor's Solicitors within one month after the same shall have taken place or been executed such notice to contain the name occupation or place of abode of the persons on or to whom the same shall have been devolved or been assigned or underleased and produce such assignment or underlease to the Lessor or its Solicitors for inspection and notation and to pay on registration a fee of One Pound One Shilling

(19).Not during the said term to erect any additional buildings on any part of the demised premises or make any alteration in the plan or elevation or in the architectural decoration thereof or cut alter or injure any of the principal timbers or walls thereof without the previous consent in writing of the Lessor and all other necessary consents

(20).Not a any time during the said term to use or occupy any building erected or to be erected on any part of the demised premises as a shop or for the trade of an innkeeper victualler or retailer of wines spirits or beer and not to carry on any trade or manufacture nor fix or place operative machinery on any part of the demised premises nor carry on any act or occupation of any kind upon the demised premises and will during the term hereby granted do nothing whatever thereon which may be or grow to be a nuisance damage or annoyance to any of

the adjoining premises or of the tenants or occupiers thereof but will use the same as and for a private dwelling house only.

(21).No temporary erection or shed of any kind whatever shall be erected or placed by the Lessee on any part of the demised premises by the Lessee and no huts caravans house on wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment or any show booth swings roundabouts shall be erected placed or used or be allowed to remain upon any part of the demised premises AND the Lessor reserves the right to remove and dispose of any such erection or other thing and for that purpose may break fences and enter any land upon which a breach of this stipulation shall occur and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or any damage thereto and no bricks tiles pipes or other similar articles shall be made on any part of the demised premises nor shall any such be stored thereon NO boarding shall be erected on or about the demised premises and no advertisement of any kind placed on any part thereof except the usual agent's notice during the period any property is offered for sale or to be let.

(22).Not to permit or suffer any sale by auction to be held on the demised premises or any part thereof or suffer anything to be done or carried on thereon which may be or become a nuisance or annoyance or damage to the Lessor or its lessees or tenants and not to hang out or display any laundry whatsoever so as to be seen from the outside of the demised premises.

(23).To pay all expenses (including solicitor costs and surveyor fees) which may be incurred by the Lessor incidental to the preparation and service of a notice under Section 156 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court.

(24).At the expiration or sooner determination of the said term to deliver up to the lessor the demised premises and all erections thereon and additions thereto and all fixtures (except tenants fixtures) in such condition and repair as aforesaid and in such state and condition as shall be consistent with the due performance and observance of the several covenants and conditions herein contained.

(25).To insure and keep insured the demised premises in the joint names of the Lessor and the Lessee from loss or damage by fire to the full value thereof in an insurance office to be approved of by the Lessor and to make all payments necessary for the above purposes within seven days after the same shall respectively become due and upon a reasonable notice to produce to the Lessor the policy or policies of such insurance and the receipt of every such payment.

(26).As often as the demised premises shall be destroyed or damaged as aforesaid forthwith to cause all money received by virtue of such insurance to be laid out in rebuilding and reinstating the same in accordance with plans elevations sections and specifications approved by and to the satisfaction of the surveyor for the time being of the Lessor and in accordance with the then existing bye-laws regulations and planning schemes of the local authority having authority in the district where the demised premises are situate and in case the same shall be insufficient for that purpose then to make up the deficiency out of the Lessee's money.

(27).Not to do or permit to be done in or upon the building of which the demised premises form part any act or thing which may invalidate or render voidable any policies of insurance from time to time effected against loss or damage by fire of the premises or of any fixture or chattels therein belonging to the

Lessor or which may operate to increase the premiums payable in respect of any such policy

3. PROVIDED ALWAYS THAT:-

(1) All walls separating the demised premises from the adjoining property shall be deemed to be party walls to be maintained and repaired at the joint expense of the Lessee and the owners or occupier for the time being of the adjoining or adjacent property thereby separated.

(2) In case at any time during the demise any dispute shall arise between the Lessee and any other of the tenants of the Lessor or the owners of any of the other maisonette flats relating to the premises to them respectively demised or the party or other walls fences sewers drains pipes watercourses and other easements rights or appurtenances whatsoever relating or belonging thereto or any repairs thereto or the contributions in respect of the expenses of such repairs as hereinbefore provided or any nuisance or annoyance arising therefrom then and in every such case such dispute (provided the other party thereto shall also have agreed or become bound so to refer the same) shall be referred to the determination and award of the Surveyor for the time being of the Lessor which determination and award shall be fixed and binding on the Lessee

(3) If and whenever any part of the said yearly rent shall be in arrear for twenty one days after the same shall have become due (whether the same shall have been legally demanded or not) or if there shall be a breach of any of the covenants by the Lessee hereinbefore contained the Lessor or other the persons for the time being entitled to the receipt of the rents hereunder may re-enter upon the demised premises

and thereupon the said term of years hereinbefore granted shall absolutely cease and determine.

4. AND IT IS HEREBY AGREED AND DECLARED that the covenants on the part of the Lessee herein contained are considered and intended to be not only personal covenants but also real covenants affecting and running with the demised premises and every part thereof

5. THE Lessor to the intent that the obligations may continue throughout the term hereby created hereby covenants with the Lessee

that the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations on his part contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for it (b) to impose covenants similar to those contained in this Lease on the Lessees and Tenants of the adjoining and adjacent maisonette numbers 33,34 and 36 Cloverfield aforesaid

7. (1) THIS deed shall incorporate the regulations as to notices contained in Section 196 of the Law of Property Act 1925

(2) In this Deed reference to the Town and Country Planning act 1947 shall include any enactment for the time being amending or replacing the same and any Orders Regulations or Directions issued under or by virtue thereof

(3) In this Deed where the context so admits

- (i) words importing the masculine gender include the feminine gender
- (ii) words importing the singular include the plural
- (iii) where there are two or more persons included in the expression "the Lessee" the covenants expressed to be made by the Lessee shall be deemed

to be made by such persons jointly and severally and they shall be deemed to hold the property hereby demised as joint tenants legally and beneficially

(4)It is hereby certified that transaction hereby effect does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds One Hundred and Twenty Thousand Pounds.

IN WITNESS whereof the parties hereto have hereunto se their hands the day and year first above written

SIGNED on behalf of the Landlord

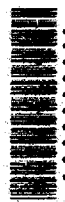
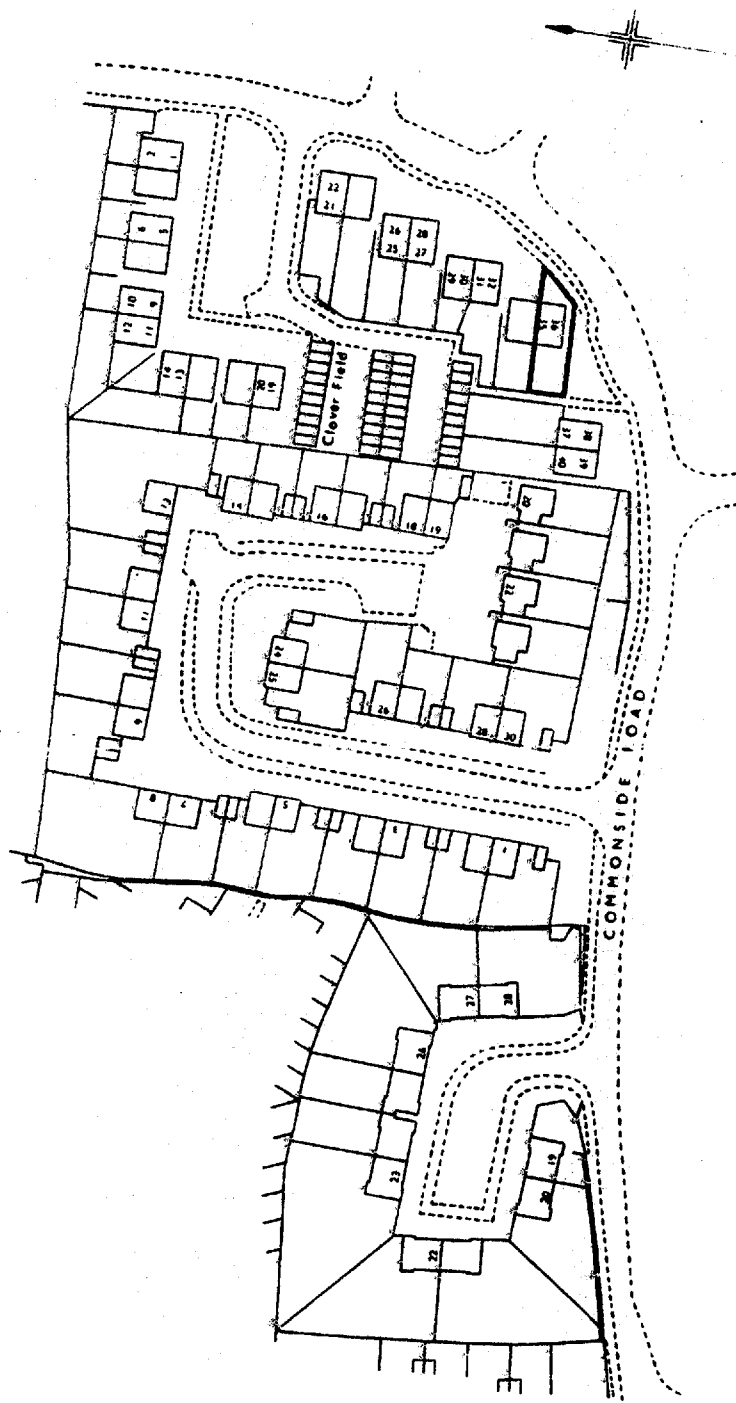
By District Judge

Sitting at

On the day of 2007.

SIGNED as a deed by the said
KAREN MARY EVANS
In the presence of:-

H.M. LAND REGISTRY		TITLE NUMBER	
		EX 237386	
ORDNANCE SURVEY PLAN REFERENCE	TL 4608	SECTION D	Scale 1/1250
COUNTY ESSEX	DISTRICT HARLOW	© Crown copyright 1975	



This title plan shows the general position of the boundaries: it does not show the exact line of the boundaries. Measurements scaled from this plan may not match measurements between the same points on the ground for more information see Land Registry Public Guide 7 - Title Plans.

This official copy shows the state of the title plan on 1 July 2004 at 16:59:29. It may be subject to distortions in scale.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original issued on 1 July 2004.

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