

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

Case ref: LON/00BJ/LSC/0286

In the Matter of: The Landlord and Tenant Act 1985; Section 27A

B E T W E E N:

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

Applicant/ Landlord

and

**VARIOUS LEASEHOLDERS OF
100 HIGH-RISE RESIDENTIAL BLOCKS
IN THE LONDON BOROUGH OF WANDSWORTH**

Respondents/ Leaseholders

APPENDIX [1 – Amended Schedule 2A]

**TO THE STATEMENT OF CASE
ON BEHALF OF
THE LONDON BROUGH OF WANDSWORTH**

In the Matter of: **The Landlord and Tenant Act 1985, section 27A**

B E T W E E N:

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

Applicant

and

VARIOUS LESSEES

Respondents

SCHEDULE 2A

1. The leases dealt with under this Schedule ("Type 2A Leases") are in materially identical form and the relevant provisions are set out below. A sample Type 2A Lease is attached, at Appendix 2A, dated 28 January 1985 in respect of 41 Morville House Fitzhugh Grove Wandsworth, London SW18.
2. The recitals to Type 2A Leases contain definitions for the "Block" and the "Estate".
3. The recitals also define "Service Charge" as meaning "*as defined in 3(b) hereof*".
4. Clause 3(b) of Type 2A Leases contains the Lessee's obligation to pay the Service Charge and sets out its component parts.
5. Clause 4(b) of Type 2A Leases contains a covenant on the part of the Lessor as follows:

"To carry out and effect its obligations under the Fifth and Sixth Schedules hereto"

6. Clause 5(v) of Type 2A Leases provides that the parties agree and declare as follows:

"that the payment of the Service Charge shall be subject to the following terms and conditions and for the purposes of this sub-clause the following expressions shall have the

following meanings ascribed to them...

“Expenses Outgoings and Other Heads of Expenditure” The expenses and outgoings disbursed or incurred or made as a result of the Council’s obligations under the provisions of Clause 4(b) hereof and more particularly described in the Fifth and Sixth Schedules hereto and also such reasonable part of these expenses and outgoings which are of a periodically recurring nature (whether or not recurring by regular periods) whenever disbursed incurred or made including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Council or their Agents may in their absolute discretion allocate to the Financial Year in question as being both fair and reasonable in the circumstances”

7. The Fifth Schedule to Type 2A Leases contains the Lessor’s obligations in respect of the Block, including:

“2. Subject to the terms of paragraph 6 of the Fourth Schedule hereto at all times during the term well and substantially to repair cleanse uphold support and maintain the exterior of the Block and the communal television aerials entry phone systems fences walls (insofar as they exist in the Block at the date hereof) and the entrance ways paths lifts staircases main walls party walls roof foundations and all structural parts thereof respectively including but without prejudice to the generality of the foregoing all those parts used in common with lessees of other flats in the Block and all drains watercourses sewers pipes water pipes gas pipes electric wiring gutters down pipes and other conduction media belonging thereto respectively with all necessary reparations and amendments whatsoever and to light the passages landings lifts balconies staircases and other communal parts of the Block.

5. To do such things as the Council may decide are necessary and to ensure the efficient maintenance and administration and security of the Block or to enhance the quality of life within the Block due regards being given to the wishes or aspirations of the majority of the residents in the Block including but without prejudice to the generality of the foregoing installing entryphone systems employing caretakers porters and other staff and providing for pensions annuities or retirement or disability benefits for such staff on the termination of their employment or for their dependents and providing accommodation for the use of staff employed by the Council to carry out its obligations under this Schedule and to repair maintain and decorate any such accommodation and to pay any outgoings in respect of thereof”