

**REF LON/LVL/37/06**

**IN THE LEASEHOLD VALUATION TRIBUNAL**

**IN THE-MATTER OF THE LANDLORD AND TENANT ACT 1987**  
**PART IV**

**AND IN THE MATTER OF Sherwood 172-174 Willesden Lane  
London NW6 7PG**

**Applicants Sherwood(Brondesbury) Limited**

**Respondents The Leaseholders of Sherwood**

**The Tribunal**  
**Mr P Leighton LLB (Hons)**  
**Mr C White FRICS**

**Date of Decision 8<sup>th</sup> August 2006 \_**

## **Introduction**

- 1 By an application dated 3<sup>rd</sup> July 2006 the Applicants applied to the Tribunal to vary all the leases of the 18 flats in Sherwood court 172-174 Willesden Lane London NW6 under Part IV of the Landlord and Tenant Act 1987
- 2 Following negotiations between the parties an agreement was reached incorporating a number of amendments to the existing leases. The purpose of the amendments was to replace the existing arrangement whereby the landlord supplied central heating and hot water to each of the flats with an arrangement whereby each leaseholder provides their own heating and hot water arrangements with the use of combination boilers.
- 3 The evidence in support of the application is set out in the letter and appendices from Michael Jacobs BSc of Michael Laurie Magar Limited the managing agents and the schedule of amendments proposed is set out in the Appendix to this decision under the title Schedule 4.
- 4 The Tribunal has considered the amendments proposed and agreed between the parties and is satisfied that the proposed amendments are both sensible and clearly worded
- 5 The amendments are approved in the form submitted and appended to this decision

Chairman

Peter Leighton



Dated

8<sup>th</sup> August 2006

## **SCHEDULE 4**

### **Relevant Terms of the Leases and a draft of the Amendments Sought**

#### **Current clause**

- 2(7)(iv) All pipes, wires, cables and radiators exclusively serving the demised premises.

#### **New clause**

- 2(7)(iv) All pipes, wires, cables and radiators including the heating and hot water system and boiler (if fitted) exclusively serving the demised premises.

#### **Current clause**

- 2(10)(i) To permit the Lessors and their respective agents or workmen full right and liberty from time to time and at all reasonable times upon prior notice (except in the case of an emergency) to enter the demised premises or any part thereof and to remain thereon with all necessary materials equipment and workmen for any of the purposes in this Lease contained and particularly for the purpose of cleansing repairing replacing laying or constructing any pipes cables wires appliance watercourses sewers or drains used in common with the demised premises or for the purpose of painting cleansing rebuilding repairing or surveying any parts of the building the person or persons so entering making good all damage occasioned to the demised premises by such entry but without making any compensation for temporary inconvenience.

#### **New clause**

- 2(10)(i) To permit the Lessors and their respective agents or workmen full right and liberty from time to time and at all reasonable times upon prior notice (except in the case of an emergency) to enter the demised premises or any part thereof and to remain thereon with all necessary materials equipment and workmen for any of the purposes in this Lease contained and particularly for the purpose of cleansing repairing replacing laying or constructing any pipes cables wires appliance watercourses sewers or drains used in common with the demised

premises or for the purpose of painting cleansing rebuilding repairing or surveying any parts of the building and as agent for the Lessee, within three years from the date hereof for the purpose of removing existing pipes and radiators as at the date hereof and if required by the Lessee to install an individual heating and hot water system for the flat to include a boiler or hot water immersion heater, pipes and radiators the cost of removal of existing pipes and radiators to be a service charge expenditure and installation of the new hot water system to be at the sole expense of the Lessee and thereafter on its own account for the purpose of inspecting the individual heating and hot water system in the flat PROVIDED THAT except for the works undertaken to (a) remove existing radiators and pipes and (b) install the said individual heating and hot water system the Lessor shall make good all damage to the flat or to the fixtures fittings sanitary apparatus 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.

**New clause**

- 2(26) That the Lessee will on or before the 1<sup>st</sup> September in each year ensure that any gas boiler now installed or hereinafter installed in the Flat is inspected by a fully qualified gas engineer and to provide to the Lessor a copy of the gas safety certificate within 14 days of the date of the inspections failing which the Lessor or the Lessors appointed gas engineer shall have the right to enter the Flat upon giving reasonable prior written notice to the lessee for the purpose of inspecting the said gas boiler and to carry out any works necessary at the Lessee's expenses for a gas safety certificate.

**Second Schedule**

**Current paragraph**

- (e) The supply of domestic hot water and in the cold season between the days to be determined by the Lessors but at least between the Thirty-first day of October and the Thirty-first day of March in every year the provision of heat to all the radiators now or hereafter installed in the said flat and

common parts of the building and the maintenance repair and renewal of the heating both domestic and central heating machinery and equipment.

**New Paragraph**

- (e) *““The supply of heating to the common parts of the building in the cold season between the days to be determined by the Lessors but at least between the 31<sup>st</sup> day of October and the 31<sup>st</sup> day of March in each year and the maintenance repair and renewal of the heating apparatus now or hereafter installed for that purpose”*