

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

**LON/00AC/LSC/2023/0332**

**B E T W E E N:**

**BARNET HOMES  
ON BEHALF OF LONDON BOROUGH OF BARNET**

**Applicant**

**and**

**VARIOUS LEASEHOLDERS  
OF THE LONDON BOROUGH OF BARNET**

**Respondent**

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**Applicant's written representation of relevant  
provisions within the sample lease**

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The Applicant's written representation in respect of the Respondents' obligation to pay management fees, pursuant to direction 4 of the Tribunal's further directions dated 20 December 2023, is set out below. The relevant provisions of each of the sample leases has been provided.

**27 Addison way**

Pursuant to covenant 2, the Lessee covenants with the Corporation to:

(ii) *"to pay to the Corporation without any deduction a proportionate part of the reasonable expenses and outgoing incurred by the Corporation in the repair maintenance renewal and insurance of the building and the other heads of expenditure as set out in Section A of the Third Schedule hereto and the full amount of the expenditure set out in Section B of the Third Schedule hereto (hereinafter together called "the Service Charges")..."*

Section A part 1 of the Third Schedule provides that:

*"As to the block in which the flat is situated*

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

*4. The costs incurred by the Corporation in the manager of the Block".*

In Part 2 of the Third Schedule relating to the state, it is provided that:

*"All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Corporation I (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 rebuilding cleansing to or in relation to the Estate and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:*

*4. The costs incurred by the Corporation in the manager of the Estate".*

The above methodology and terms are the same and applicable to the other sample leases provided. References to the relevant paragraphs for the remaining sample leases are set out below:

<b>Address</b>	<b>Post Code</b>	<b>Schedule of lease where management fee is payable</b>
106 Goldsmith Ave	NW9 7EU	Covenant 2(ii) Third Schedule, Section A, Part 1 paragraph 8 for the block & Part 2 paragraph 6 for the estate
16 Durrisher House	NW2 2PA	Covenant 2(ii) Third Schedule, Section A, Part 1 paragraph 8 for the block & Part 2 paragraph 6 for the estate
18 Nant Court	NW2 2LB	Covenant 3(ii) Third Schedule, Section A, Part 1 paragraph 8 for the block & Part 2 paragraph 6 for the estate
35 Addison Way	NW11 6AL	Covenant 2(ii) Third Schedule, Section A, Part 1 paragraph 4 for the block & Part 2 paragraph 4 for the estate
24 Saffron Close	NW11 0PY	Covenant 2(ii) Third Schedule, Section A, Part 1 paragraph 6 for the block & Part 2 paragraph 6 for the estate
16 Peyton House	N11 3AP	Covenant 3(ii) Third Schedule, Section A, Part 1 paragraph 8 for the block & Part 2 paragraph 6 for the estate
4 Oak Villas	NW11 0QA	Covenant 2(ii) Third Schedule, Section A, Part 1 paragraph 8 for the block & Part 2 paragraph 6 for the estate
115 Silkstream Road	HA8 0DE	Covenant 2(ii) Third Schedule, Section A, Part 1 paragraph 8 for the block & Part 2 paragraph 6 for the estate
11 Dinsdale Court	EN5 1HD	Covenant 3(ii) Third Schedule, Section A, Part 1 paragraph 8 for the block & Part 2 paragraph 6 for the estate

