



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

Case Reference : HAV/00HQ/LSC/2025/0761

Property : Castle Hill House, 65 Bournemouth Road,
Poole, Dorset, BH14 0BW

Applicant : Charlie Symes – Flat 10
Frazer & Sarah Bell – Flat 11
Neil & Melanie Greenway – Flat 15
April & Graham Smalley – Flat 28
Ryan Turner – Flat 29

Representative : Ryan Turner

Respondent : Adriatic Land 9 Limited

Representative : HomeGround Management Ltd

Type of Application : For the determination of the liability to pay
service charges under section 27A of the
Landlord and Tenant Act 1985

Tribunal Members : Tribunal Judge E Bowden
Tribunal Member Jayam Dalal
Tribunal Member Kevin Ridgeway

Venue : Havant Justice Centre
Paper Determination

Date of Decision : 20 May 2026

DECISION

This is a formal order of the Tribunal which must be complied with by the parties.

Communications to the Tribunal MUST be made by email to rpsouthern@justice.gov.uk. All communications must clearly state the Case Number and address of the premises. Summary of the Decision

Summary of Decision

- (1) The tribunal determines that a service charge would be payable if costs were incurred by the respondent to repair the carports at the property.**
- (2) The Tribunal made no determination on the reasonableness of any costs relating to the repair of the carports.**
- (3) The Tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985 or Schedule 11 to the Commonhold and Leasehold Reform Act 2002.**

Background

1. The applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the 1985 Act”) and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”) as to the amount of service charges.
2. The property is Castle Hill House, 65 Bournemouth Road, Poole, Dorset, BH14 0BW (the “Property”),
3. The applicants are a group of long leaseholders:
 - a. Charlie Symes – Flat 10
 - b. Frazer & Sarah Bell – Flat 11
 - c. Neil & Melanie Greenway – Flat 15
 - d. April & Graham Smalley – Flat 28

- e. Ryan Turner – Flat 29
4. Ryan Turner, acting as lead tenant, has satisfied the Tribunal that he has the authority to represent all the applicants.
 5. The respondent is Adriatic Land 9 Limited, which is the freeholder/landlord. The landlord's managing agent and representative is HomeGround Management Ltd.
 6. There is an official copy of a representative lease in the bundle. The representative lease, dated 16 November 2017, is for flat 24. All parties agree that the relevant terms of the lease are the same for all applicants, and the Tribunal has proceeded on this agreed basis. The Tribunal will refer to the representative lease as "the Lease".

The Law

Liability to pay service charges s.27A LTA 1985

7. The Tribunal has the power to determine service charges under s.27A of the LTA 1985. The Tribunal's jurisdiction is limited by s.27A(4).

27A Liability to pay service charges: jurisdiction

(1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to—

- (a) the person by whom it is payable,*
- (b) the person to whom it is payable,*
- (c) the amount which is payable,*
- (d) the date at or by which it is payable, and*
- (e) the manner in which it is payable.*

(2) Subsection (1) applies whether or not any payment has been made.

(3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to—

- (a) the person by whom it would be payable,*

- (b) the person to whom it would be payable,*
- (c) the amount which would be payable,*
- (d) the date at or by which it would be payable, and*
- (e) the manner in which it would be payable.*

(4) No application under subsection (1) or (3) may be made in respect of a matter which—

- (a) has been agreed or admitted by the tenant,*
- (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,*
- (c) has been the subject of determination by a court, or*
- (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.*

(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

(6) An agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination—

- (a) in a particular manner, or*
 - (b) on particular evidence,*
- of any question which may be the subject of an application under subsection (1) or (3).*

(7) The jurisdiction conferred on the appropriate tribunal in respect of any matter by virtue of this section is in addition to any jurisdiction of a court in respect of the matter.

Lease determination

8. The principles of interpretation arising from Arnold v Britton, as set out by Lord Neuberger:
 - a. The exercise of interpreting a contractual provision involves identifying what the parties meant through the eyes of a reasonable reader, and, save perhaps in a very unusual case, that meaning is most obviously to be gleaned from the language of the provision.

- b. The parties have control over the language they use in a contract. Save perhaps in a very unusual case, the parties must have been specifically focussing on the issue covered by the provision when agreeing the wording of that provision.
 - c. The less clear the centrally relevant words are, the more ready the court can properly depart from their natural meaning. However, the court should not actively seek ambiguities or a lack of clarity in order to justify departing from the natural meaning.
 - d. It is not the court's role to save the parties (or more likely one of the parties) from a bad bargain.
 - e. Commercial common sense is only relevant to the extent of how matters would or could have been perceived by the parties, or by reasonable people in the position of the parties, as at the date that the contract was made.
 - f. When interpreting a contractual provision, one can only take into account facts or circumstances which existed at the time that the contract was made, and which were known or reasonably available to both parties.
 - g. There is no particular principle that covenants to pay service charges should be construed "restrictively". However, the court should not bring within the general words of a service charge clause anything which does not clearly belong there (here Lord Neuberger endorsed the decision of Rix LJ in McHale v Earl Cadogan).
9. In Wood v Capita Insurance Services [2017] UKSC 24; [2017] A.C. 1173, Lord Hodge (at paragraph 10), with whom the rest of the Supreme Court agreed, described the exercise to be undertaken as follows:

“The court’s task is to ascertain the objective meaning of the language which the parties have chosen to express their agreement. It has long been accepted that this is not a literalist exercise focused solely on a parsing of the wording of the particular clause but that the court must consider the contract

as a whole and, depending on the nature, formality and quality of drafting of the contract, give more or less weight to elements of the wider context in reaching its view as to that objective meaning.”

10. His lordship went on to describe (at paragraph 13) the relationship between the literal meaning of the words used and the factual context in which the agreement was made:

“Textualism and contextualism are not conflicting paradigms in a battle for exclusive occupation of the field of contractual interpretation. Rather, the lawyer and the judge, when interpreting any contract, can use them as tools to ascertain the objective meaning of the language which the parties have chosen to express their agreement. The extent to which each tool will assist the court in its task will vary according to the circumstances of the particular agreement or agreements.”

11. It is right to say that in the context of residential leases, any lack of clarity is likely to be resolved in favour of the paying party. There is no presumption that residential landlords are entitled to recover 100% of their costs.
12. Where the parties to a contract have failed to make express provision for particular issues or the occurrence of a particular event, it is open to the Tribunal to imply a term into the parties’ contract. However, a term cannot be implied which is inconsistent with the meaning derived from the express terms of the contract.
13. The Supreme Court in Marks and Spencer Plc v BNP Paribas Securities Services Trust Co (Jersey) Ltd [2015] UKSC 72; [2016] A.C. 742; [2015] 3 W.L.R. 1843, the court made the following observations:
 - a. When considering whether an implied term is necessary to give business efficacy to the agreement or would have been obvious to the parties, the court is not concerned with the intentions of the actual parties involved, but rather with the intentions of notional reasonable people in the position of the parties at the time at which they were contracting.
 - b. A term should not be implied into a detailed commercial contract merely because it appears fair or merely because one considers

that the parties would have agreed it if it had been suggested to them.

- c. There is no requirement for “absolute necessity” to imply a term. “Necessity” is to be assessed by reference to “business efficacy”. An alternative formulation may be whether, without the term, the agreement would lack “commercial or practical coherence”.
- d. Business necessity and obviousness are strictly alternatives in the sense that only one of them needs to be satisfied. It would, however, be a rare case where only one of those two requirements was satisfied.

The Hearing

- 14. The application was listed for paper determination on 15 May 2026. The parties were given notice of the decision that the application was suitable for determination on the papers alone without an oral hearing; no objection was received. The Tribunal had the benefit of a 249-page bundle.

The Background

- 15. The Property, which is the subject of this application, is a residential development comprising 36 units. There are 35 flats arranged across three blocks (A, B, and C) and one detached bungalow known as The Folly. The flats range from one to three bedrooms. Each unit has an allocated parking space, and there are two carport structures; each carport structure covers several parking spaces. Parking spaces are assigned to individual leaseholders.
- 16. Neither party requested an inspection, and the Tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute. Photographs of the carports were included in the Tribunal's hearing bundle.
- 17. The applicants hold long leases of the Property. The Lease requires the landlord to provide services to the tenants, and the tenants are required to contribute to the costs of those services through a variable

service charge. The specific provisions of the lease will be referred to below, where appropriate.

18. Definitions are in Section B of the Lease, and key definitions are set out in Annex 1.
19. Clause 4 sets out the landlord's obligations (also set out in Annex 1). Clause 4.1.2 sets out the landlord's obligations, subject to the tenant's payment of the service charge. The following sub-clauses are relevant:

(a) To maintain repair amend alter rebuild renew and reinstate the Common Parts.

(n) any other services relating to the Development or part of it provided by the Landlord from time to time during the Term and not expressly mentioned which may at any time during the Term be reasonably calculated to be for the benefit of the Tenant and other tenants of the Development or be reasonably necessary for the maintenance upkeep and cleanliness of the Development or in keeping with the principles of good property management.

20. The applicants made an application for the determination of liability to pay, and the reasonableness of, anticipated service charges for the years 2025 to 2030 relating to the anticipated costs of repair and/or maintenance to the carport structures covering seven allocated parking spaces.
21. The applicants also sought orders pursuant to Section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.

The Issues

22. At the case management hearing on 16 February 2026, the parties agreed that the issue for the Tribunal to determine was whether, if the respondent incurred costs to repair the carports at the Property, would a service charge be payable by the applicants for those costs?

The Applicants' Case

23. The applicants' case can be summarised as follows: The repairs of the carport cannot be passed to leaseholders because:

- a. The Lease does not demise the carport to leaseholders, either expressly or by implication.
 - b. The Lease does not define the carport as part of the common parts.
 - c. There is no express covenant permitting recovery of the cost of repairing a carport structure via the service charge.
 - d. Under established principles of Lease interpretation, repair liability must be clearly expressed and cannot be implied where the lease is silent.
24. The applicants say the Lease provides no contractual mechanism for the respondent to recover carport costs from leaseholders.
 25. The applicants say that where the respondent relies on a general service charge wording, the provisions must be read in the context of the Lease as a whole. The applicants say that the general wording cannot create a new repair liability where the lease is otherwise silent as to the relevant structure.
 26. The applicants seek a determination that in the absence of an express lease provision permitting the respondent to recover the carport charges it is not entitled to recover the cost of repairing or maintaining the carport from the leaseholders, whether directly or through the service charge.

The Respondent's Case

27. The respondent says that the carports fall squarely within the definition of Development Common Parts and therefore form part of the Common Parts. It says that where repair work is required on Common parts, i.e., the carports, it is a service whose cost is recoverable as a service charge item under the terms of the Lease. The respondent says that the anticipated costs are payable by the applicants pursuant to clauses 4.1.2(a) and 4.1.2(n) of the Lease.

Lease Interpretation

Consideration

28. The applicants say there is no clause that i) expressly requires the landlord to repair the carports, and ii) states that the costs of such repairs are recoverable from the tenants via the service charge and that general wording cannot create a new repair liability where the lease is otherwise silent as to the relevant structure.
29. The respondent says that the Lease does provide for recovery under clause 4.2.1 as any carport repairs fall within the broad wording of the definition of Development Common Parts, which is then incorporated into the definition of Common Parts. The respondents have drawn the Tribunal's attention to the Supreme Court case of Arnold v Britton and others UKSC/2013/0193.
30. The Tribunal considered the definitions in the Lease, including those of Services, Common Parts, Development Common Parts, and Development, as set out in Annex 1.
31. The Tribunal bore in mind the guidance in Arnold v Britton, and in particular the Tribunal has:
 - a. considered what was meant through the eyes of a reasonable reader and given a meaning as is most obviously to be gleaned from the language of the provision.
 - b. not actively sought ambiguities or a lack of clarity in order to justify departing from the natural meaning.
 - c. not tried to save the parties from a bad bargain.
 - d. applied commercial common sense as is relevant to the extent of how matters would or could have been perceived by the parties, or by reasonable people in the position of the parties, as at the date that the contract was made.
 - e. only taken into account facts or circumstances which existed at the time that the contract was made, and which were known or reasonably available to both parties.
 - f. not brought within the general words of a service charge clause anything which does not clearly belong there.

32. The Tribunal has also reminded itself that there is no presumption that residential landlords are entitled to recover 100% of their costs.
33. Common Parts incorporates Development Common Parts, which in turn incorporates “*all parts of the Development not within the Building or the Other Blocks or the Bungalow*”.
34. Development is defined as:

“The freehold land known as Castle Hill House, 65 Bournemouth Road Poole Dorset as shown edged green on the Plan the freehold title of which land the Landlord is the Registered Proprietor with Absolute Title under Title Number Dt232321 together with the buildings erected thereon”.

35. The Tribunal considered the meaning of buildings and whether a carport is a building. The word ‘building’ is not defined in the Lease. There is no statutory definition of ‘building’ in the LTA 1985, and the Tribunal noted that the Lease definition does not use the word ‘dwelling’. Under planning law, the definition of ‘building’ is broad, e.g. Town and Country Planning Act 1990 section 336(1) defines building very broadly as:

“building” includes any structure or erection, and any part of a building, as so defined, but does not include plant or machinery comprised in a building;

36. In Dill v Secretary of State for Housing, Communities and Local Government and another [2020] UKSC 20, [2020] 1 W.L.R. 2206 the Supreme Court confirmed that the three relevant criteria under the Planning (Listed Buildings and Conservation Areas) Act 1990 as to whether something was a building were size, permanence and physical attachment. There was no specific requirement for the roof, walls, windows, etc.

Findings

37. Having read the Lease as a whole, the Tribunal finds that the Lease permits the landlord to provide Services and to recover the costs of those services (see Clause 5, and the definition of Services, Service Charge and Annual Expenditure). ‘Services’ includes the costs to ‘repair amend alter rebuild renew, and reinstate the Common Parts’

(sub-clause 4.1.2 (a)) and to recover any other costs of services relating to the Development, not expressly mentioned in the lease but which are for the benefit of the tenants, or are reasonably necessary for the maintenance upkeep and cleanliness of the Development or in keeping with the principles of good property management (sub-clause 4.1.2 (n)).

Sub-Clause 4.1.2(a)

38. The Tribunal finds that Common Parts includes Development Common Parts (Lease Section B Definitions).
39. The Tribunal finds that the wording in the definition of Development Common Parts includes all parts of the Development not within the Building or Other Blocks or Bungalow (Lease Section B Definitions).
40. The Tribunal finds that the 'Development' as defined in the lease includes all the freehold land, including 'buildings' erected on the freehold property (Lease Section B Definitions).
41. The Tribunal finds that the word 'building' (which is not a defined term within the lease) is not limited to meaning 'dwelling' or 'a structure with walls and a roof', the Tribunal finds that the word building can be broadly interpreted to include fixed permanent structures. The carports (as shown in the photographs in the bundle) are fixed, permanent structures.
42. The Tribunal finds that the ordinary reasonable reader would understand that buildings erected on the Development would include the carports. The Tribunal finds that, as carports are buildings erected on the Development, they are included within the definition of Development Common Parts, and, in turn, the definition of Common Parts.
43. Even if the Tribunal was wrong to find that carports are buildings erected on the Development, carports fall within the scope of the definition of Common Parts through the broad definition of Development Common Parts.

44. The definition of Development Common Parts is “*all parts of the Development not within the Building or the Other Blocks or the Bungalow*”. As the carports are not within the Building or the Other Blocks or the Bungalow, they are part of the Development by virtue of being part of the freehold land. The tribunal finds that a reasonable reader and a reasonable person in the position of the parties, as at the date that the contract would have understood the carports to have been within the Development.
45. The definition of Development Common Parts makes it clear that specified items are included by way of example i.e. the list is not exhaustive.

“including (but not limited to) the Driveway, the Development Pathways all pedestrian ways, forecourts, all landscaped areas (whether or not specifically identified on the Plan, communal gardens, the Parking Spaces the Bin Store the Cycle Racks and all Service Media on or serving the Development (except those which solely serve the Premises or the Other Flats or the Other Blocks or the Bungalow) and save as otherwise provided the boundary walls and fences of the Development as appropriate”

46. The Tribunal notes that Parking Spaces are defined “as all parking space(s) upon the Development and that a Designated Parking Space does fall within a leaseholder’s Premises (the First Schedule). However, carports are not demised to individual leaseholders. The Tribunal finds that the carports form part of the retained parts of the Development. The reasonable reader and a reasonable person in the position of the parties, as at the date of the contract, would have understood that the carports were not demised to the tenant as part of the premises. The Tribunal notes that this is the applicants’ position too. Further, it makes commercial common sense for the landlord to retain and take responsibility for the carports, given that they benefit multiple tenants just like the cycle store and bin store structures.
47. The Tribunal finds that, taking the above into consideration, properly construed, the definition of Development Common Parts is sufficiently broad to include the carports.

48. The Tribunal finds that the proper construction of 4.1.2(a) would include the repair and maintenance of the carports as part of the Development, either via them being a building erected on the Development, or as being part of the Development.

Sub-Clause 4.1.2(n)

49. Even if the Tribunal were wrong about carports falling within 4.1.2 (a), carport repair and maintenance does fall within 4.1.2 (n).
50. In 4.1.2 (n), there is a provision within the lease for the landlord to recover any other services relating to the Development, even where that service is not expressly mentioned in the lease, but where it is for the benefit of the tenants, or reasonably necessary for the maintenance, upkeep and cleanliness of the Development, or in keeping with the principles of good property management.
51. The reasonable reader and a reasonable person in the position of the parties, as at the date that the contract would have understood 4.1.2(n) to provide for the costs of items not covered elsewhere in the Lease to be recoverable via the service charge, where they were for the benefit of the Development and Tenants and/or reasonably necessary for the maintenance, upkeep, and cleanliness of the Development, or in keeping with the principles of good property management
52. The Tribunal finds that the repair and maintenance of the carports would be for the benefit of tenants and/or reasonably necessary for the maintenance, upkeep, and cleanliness of the Development, or in keeping with the principles of good property management.
53. The Tribunal finds that the proper construction 4.1.2(n) would include the repair and maintenance of the carports.

Determination

54. For the reasons stated above, the Tribunal determines that the lease does provide for the cost of work carried out by the landlord on the carports to be recovered via the service charge. The carports fall within 4.2.1(a) either as buildings or as part of the development, alternatively the cost would fall within 4.2.1(n). Therefore, a service

charge would be payable if costs were incurred by the respondent to repair the carports at the Property.

55. The Tribunal made no determination as to the reasonableness of any costs of repairing the carports. If a lessee wishes to challenge the reasonableness of those costs, then a separate application under section 27A of the Landlord and Tenant Act 1985 would have to be made.

Applications under s.20C of the 1985 Act and Schedule 11 of the 2002 Act

56. In the application form and in the applicants' statement of case, the applicants applied for an order under section 20C of the 1985 Act and Schedule 11 of the 2002 Act to limit the recovery of litigation costs associated with this application either via the service charge or an administration charge.
57. The applicants say that the application has been reasonably brought to obtain clarity on a genuine lease interpretation issue affecting multiple leaseholders.
58. The respondent says that legal fees are recoverable under the lease (Cl 5.6(d)), and the legal fees incurred in relation to this application have been reasonably and properly incurred. It says it has not behaved unreasonably or improperly because it was/is under an obligation within the Leases to undertake responsibility for the supply of the "Services" to the Development, for which it can recover its costs via the service charge mechanism. The respondent says it should not be penalised for carrying out its obligations under the Leases.
59. The respondent drew the Tribunal's attention to Church Commissioners v Derdabi [2010] UKUT 380 (LC), Schilling v Canary' Riverside LRX/26/2005 (Lands Tribunal, unreported. 2006), and The Tenants of Lansford Court v Doren Ltd LRX/37/2000 (Lands Tribunal, unreported. 2001).

Findings

60. The Tribunal finds that the applicants elected to make an anticipatory application.
61. The Tribunal finds that the respondent was obliged to respond to the application, and that the respondent has not been unreasonable in its litigation conduct, and it has successfully established that work carried out on the carports would be recoverable as a service charge.

Determination

62. The Tribunal does not find that it would be just and equitable in the circumstances of this case for an order to be made under section 20C of the 1985 Act, or Schedule 11 of the 2002 Act so that the respondent may not pass any of its costs incurred in connection with the proceedings before the Tribunal through the service charge and or administration fee (if permitted under the lease).
63. The applicants' applications under section 20C of the 1985 Act, and Schedule 11 of the 2002 Act are dismissed.

Name: Tribunal Judge Elizabeth Bowden **Date:** 15 May 2026

RIGHTS OF APPEAL

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

1. A written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case at the Regional office which has been dealing with the case by email at rpsouthern@justice.gov.uk.
2. The application for permission to appeal must arrive at the Regional office within 28 days after the date this decision is sent to the parties.
3. If the application is not made within the 28-day time limit, such an application must include a request for 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 state the grounds of appeal and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.

Annex 1 – The Lease, key definitions and clauses

B Definitions

"the Bungalow"	the freehold bungalow forming part of the Development as shown for the purpose of identification only edged red and marked "Bungalow1' on the Plan
"the Building"	the block of flats (of which the Premises form part) erected on the Development and designated Block B for the purpose of identification on the Plan
"the Other Blocks"	the other blocks of flats erected on the Development as designated Blocks A and C for the purposes of identification on the Plan. (emphasis supplied)
"Annual Expenditure"	Firstly all costs expenses and outgoings whatever incurred by the Landlord in or incidental to providing all or payable on such items in respect of any part of any of the Services as relate wholly to the Building Common Parts and any VAT payable on such items and Secondly a fair proportion (being 13/36 until and unless otherwise notified in writing to the Tenant) of all costs expenses and outgoings whatever incurred by the Landlord in or any part of any of the Services as relate generally to the Development Common Parts and any VAT payable on such items for the avoidance of doubt in each case including without limitation the reasonable fees of the Landlord for managing the Development and performing the Services where no managing agent is appointed pursuant to sub-clause 4.1.2 (p) below but in either case excluding any expenditure in respect of any part of the Development for which the Tenant or any other tenant or the owner or occupier of the Other Flats shall be wholly responsible but including an appropriate proportion of any sums incurred in relation to a larger area but properly apportionable to the Development and including any provision pursuant to sub-clause 4.2 below

"Development Common Parts"	all parts of the Development not within the Building or the Other Blocks or the Bungalow including (but not limited to) the Driveway, the Development Pathways all pedestrian ways, forecourts, all landscaped areas (whether or not specifically identified on the Plan, communal gardens, the Parking Spaces the Bin Store the Cycle Racks and all Service Media on or serving the Development (except those which solely serve the Premises or the Other Flats or the Other Blocks or the Bungalow) and save as otherwise provided the boundary walls and fences of the Development as appropriate.
'Common Parts"	shall mean the Building Common Parts together with the Development Common Parts
"the Development"	The freehold land known as Castle Hill House, 65 Bournemouth Road Poole Dorset as shown edged green on the Plan the freehold title of which land the Landlord is the Registered Proprietor with Absolute Title under Title Number Dt232321 together with the buildings erected thereon
"The Designated Parking Space"	the Parking Space forming part of the Premises and shown on the Plan edged red and numbered in black correspondingly to the number of the Premises namely number 29
"the Parking Spaces"	all parking space(s) upon the Development including the Visitors Parking Spaces and the Disabled Visitors Parking Spaces and the parking spaces forming part of the Bungalow
"the Services"	the matters referred to in sub-clauses 4.1.2 and 4.2
"the Service Charge"	the Tenants Proportion of Annual Expenditure

C Interpretation

1. References to the Development the Building the Other Blocks the Bungalow the Driveway the Development Pathways the Premises the Flat the Designated Parking Space the Parking Spaces All Other Flats the Bin Store the Cycle Store and the Common Parts shall in the absence of any provision to the contrary include each and every part thereof.

E OPERATIVE PARTS

Clause 2

2. TENANTS COVENANTS

The Tenant hereby covenants with the Landlord and with and for the benefit of the tenants from time to time of All Other Flats:-

- 2.1.2 to pay the Service Charge in accordance with the provisions of Clause 5
- 2.4 To repair and keep in repair the Premises (damage caused by an Insured Risk excepted other than where the insurance monies are irrecoverable in consequence of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority) and to replace from time to time the Landlord s fixtures fittings and appurtenances in the Premises which may be or become beyond repair at any time during or at the expiration of the Term and without prejudice to the generality of the foregoing to keep the Flat in a good decorative condition.

Clause 4

4. PROVISION OF SERVICES

4.1 The landlord hereby covenants with the Tenant

- 4.1.2 (subject to payment of the Insurance Rent by the Tenant):-
 - (a) To maintain repair amend alter rebuild renew and reinstate the Common Parts.

(n) any other services relating to the Development or part of it provided by the Landlord from time to time during the Term and not expressly mentioned which may at any time during the Term be reasonably calculated to be for the benefit of the Tenant and other tenants of the Development or be reasonably necessary for the maintenance upkeep and cleanliness of the Development or in keeping with the principles of good property management.

5. SERVICE CHARGE

5.1 The Landlord shall as soon as convenient after each Computing Date prepare an account showing Annual Expenditure for that Financial Year and containing a fair summary of expenditure referred to therein and upon such account being certified by the accountant to the Landlord the same shall be conclusive evidence for the purposes of this Lease of all matters of fact referred to in the said account

THE FIRST SCHEDULE

The Premises

The Premises comprise the fiat on the third floor of the Building and the Designated Parking Space as the same is shown edged red on the Plan and shall include:

- (a) all interior walls of the fiat
- (b) the interior plasterboard and insulation dry lining' and plaster face of all exterior walls of the flat
- (c) the windows window glass and window frames of the flat
- (d) all Service Media serving the flat (but not those serving the same jointly with the Other Flats)
- (e) the front entrance door of the flat and all interior doors
- (f) the floor tiles and floor screed and ceiling plaster of the flat
- (g) all Landlords' Fixtures within the flat

(h) one half in depth of all party walls other than structural walls separating the flat from other parts of the Development

(i) any stairways within the flat

(j) any balcony and/or terrace including any tiles slabs wooden decking or other similar covering laid on or above the felt or similar surface of the flat roof if any immediately below such balcony and/or terrace together with any railings and/or patio doors thereto

but shall exclude:

(a) all exterior and structural parts of the flat

(b) all Service Media within the flat which serve premises other than the flat solely

(c) the felt or similar surface of the flat roof if any immediately below any balcony and/or terrace forming part of the flat