



Mr Albert Sarpong
First Floor Flat
14 Carroun Road
London
SW8 1JT

Dear Mr Sarpong

Re: Your Flat & KG Projects Ltd (the "Landlord")

I have been asked to write to you by the directors of the above company who own the freehold and also the ground floor flat at number 16 Carroun Road.

I refer to your lease dated 8 November 2013 which sets out the various obligations of our client, KG Projects Ltd the freeholder and your good self as the tenant.

It is acknowledged that originally a management company was to be formed and the freehold transferred to the management company. This never took place as our clients retained the ground floor flat themselves instead of, as was their selling the flat to another purchaser.

Our client also acknowledges that for the purposes of the repairing and decorating and other obligations referred to in the lease, our client as the freeholder is responsible for number 16 Carroun Road which occupies the ground floor of the building.

The important division of responsibilities so far as maintenance, repair and decoration are concerned relates to the definition of your flat which is set out in detail in schedule 1 and the defined term on page 8 of the lease namely "the Retained Parts".

Whilst there is no express covenant in the lease either on behalf of the Management Company or the freeholder to maintain, repair and decorate those parts of the building which are defined as Retained Parts the freeholder accepts that the obligations to keep in good repair and to maintain those parts of the building defined as Retained parts are the freeholders responsibilities. Curiously enough, I have not been able to find in the lease a direct obligation either on behalf of the management company or the freeholder to maintain and repair and decorate those parts of the building which are defined as Retained Parts. However, for the purposes of this letter, my client accepts that the obligations to keep in good repair and to maintain those parts of the building that are defined as Retained Parts.

That obligation however is subject to your obligations which are clearly set out in clause 2 of schedule 4 namely for you to pay 50% of the expenses incurred as a result of costs relating to the Retained Parts.

The intention of this letter is to set out clearly the advice that we have given our client with regard to any future issues relating to the Retained Parts and our clients are dealing with the issues of the pipes

that have been brought to their attention recently. The Director of our clients company will revert to you once quotes for the work have been obtained and a contractor found to deal with reconnecting the pipes.

Firstly, if either you or our client believe or require any works to be undertaken in connection with the repair maintenance and decoration of any part of the Retained Parts, there must be agreement between your good self and the directors of our client company on what works are to be done and any other issues relating to timing and the extent of those works.

Our client will then be responsible for getting quotes from a minimum of two but probably three contractors or decorators (as required) to undertake the works and copies of those estimates will be forwarded to you.

Once agreement has been reached between you and the directors of our client company, it will be for our client to instruct the contractor and to ensure the works are undertaken. Your obligation will be to put our client in funds for 50% of the cost and if reasonably required by our client because the contractor has requested any advance payment, for you to put our client in funds for your 50% share in advance of works being done.

Of course, there also needs to be a means of dealing with any dispute and, as at the moment, our client has retained the adjoining flat, the directors of our client company cannot be the judge of a dispute between themselves as freeholder and yourself. We would hope that a civilised conversation could be had between you and our client company and any disputes resolved, but if it is a question of whether or not works need to be undertaken and the extent of those works, we suggest that it is agreed that a suitably qualified chartered surveyor be appointed jointly by agreement to deal with any dispute as an expert and whose decision shall be binding on both parties. If it is not possible to even agree a surveyor either our Client or you can ask the President of the Royal Institution of Chartered Surveyors to appoint the expert.

Our client would hope that any dispute would never get to the extent of requiring this form of resolution as any appointment would be expensive.

I trust the above is seen as fair and appropriate for this building but if you do have any further suggestions then my clients would be happy to consider them.

I have advised my client that there is no obligation whatsoever to enhance or improve the current state of the building. Indeed, everything was in a good state of repair and maintenance, and I was surprised to see in one of your emails that you moved in in 2016 when if there were to be any defects or problems with regard to repair and maintenance, it would have come to light then and not some five years later.

That however is all part of the history and as I have mentioned in this letter, the intention is to ensure that there are no future misunderstandings with regard to the Retained Parts and how they will be dealt with in the future.

Thank you in anticipation but if you do have any questions or issues, please do not hesitate to contact me.


Kind regards
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