WRIGHT | HASSALL

Your Reference: RP2900
Our Reference: 120683/1

14 November 2025

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By email only on:
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Dear Benchmark Solicitors LLP

Our client: Albert Sarpong
Your client: KG Project Ltd
Property: Flat 14, 14-16 Carroun Road, London SW8 1JT

1. We refer to your letter dated 7.11.25. We adopt the same terms as per our letter dated 3.10.25.

Implied Term

2. As insinuated by your letter, the courts do have an ability to imply terms into a lease. It is not an unarguable point.

3. However, it is appreciated by our client that this is an unnecessary preliminary issue that the parties would best avoid given the context. We would therefore encourage you to seek clarifications on your instructions first, before your client asserts this point.

Variation of a lease

4. Regardless of the above, and as you will appreciate (and no doubt used the extra time sought to comprehensively advise your client), our client is at liberty to make an application pursuant to section *35(2)(a) of the Landlord and Tenant Act 1987* to vary the Lease. The Tribunal has jurisdiction to amend the Lease to deal with the unsatisfactory provision of the absence of the covenant for your client to maintain the Building.

5. Again, we repeat that our client would rather avoid the expense and protracted nature of such proceedings and only incur such costs as a last resort.

Estoppel

6. Further our client can make out a case that he has acted on a clear representation made by your client's instructed solicitor, placing reliance on it, by not taking matters into his own hands via a

self-help remedy to the extent that he is now suffering the detriment of a leak that your client is not unconscionably refusing to deal with, having previous asserted that it was their responsibility.

7. Your client is a corporate entity, who has the ability to afford and appreciate legal advice received when it decided to concede the responsibility for the maintenance of the Building. Your letter is therefore too quick to dismiss an estoppel.

Pre-action admission

8. It is noted that you have failed to provide information as to why your client instructed your predecessors to concede responsibility to keep in good repair and to maintain the Building. Again, as a corporate entity who received the benefit of legal advice, we aver that the Courts would be slow to permit your client to reengage in relation to the concession made over the maintenance.

9. We note that your letter stops short of stating the previous advice received was wrong, and in the contrary, your letter would appear to insinuate that the advice could possibly be correct, albeit your client now asserts an alternative position, to renege from its previous position. Therefore, it would appear that your advice to your client now is that there is a risk that there could be an implied term, and as such, it is hard to see on what grounds any application from your client to withdraw the admission would be successful.

10. The previous position was pragmatic, with the benefit of legal advice and the step back from this position would appear to be vexatious in nature. We put your client on notice that the admission will be referred to in any proceedings that are necessary. Our client will not provide consent for your client to withdraw the previous position asserted and reserves his position to bring an application pursuant to CPR 14.1(2)(a), should proceedings become necessary. Clearly our client would be severely prejudiced if your client is allowed to renege on its previous admission to keep in good repair and to maintain the Building.

Common sense

11. Not only are there multiple routes forward for our client, especially given your client's previous admission, but the fact that your client owns the other flat in the Building is reason enough to revert back to the advice received from SA Law over admitting the responsibility for maintenance.

12. One could sympathise with your client from attempting to renege on the previous admission, if it was a freeholder with no other interest in the Building subject to a 999 year lease, but where your client also has an interest in the premises below the Property, then the stance of trying to place our client between a rock and a hard place of stating that your client will not address the problem but also prevent our client from addressing the problem by refusing to engage in the current leaks is bemusing. Your letter offers no solution whatsoever.

13. Furthermore, there are various lease obligations that will necessitate contact between our clients as well as statutory rights of our client to put requests direct to your client. Therefore, avoiding contact between our clients is inconceivable. Our client is not requiring constant contact from your client, but a simple acknowledgment and confirmation that it is being dealt with would make sense given our clients respective interests are both located within the Building.

14. Between our respective firms, there is clearly an issue here that the parties need to work together to address. If the leak is left, it is only going to impact the value of both of our clients properties,

and it is our duties as solicitors to consider our clients' interests, which is not being served by putting up technical barriers to resolution that will be breached by one of the multiple ways forward. It will increase costs unnecessarily. It makes sense for your client to now consider the above and provide sensible instructions to you as to how to tackle the issue of the leak.

Previous roof works in 2022

15. Your letter makes a baseless assertion that works carried out by our client in 2022 have exacerbated the issue. This renders your client's threat for loss hollow. Simply put, your letter is absent any evidence that this is the case, and in fact to the contrary, the fact that our client has had no cause to report leaks until now, demonstrates that those works presented a short-term solution while your client refused to engage with its responsibilities under the Lease. If the works would have caused issues to the works, then why was there no complaint in 2023 or 2024.

16. Our client instructs that the 2022 roof works were never presented to your client as a long-term solution, so it is far from surprising that leaks have occurred again. Further, our client instructs that he made your client aware of the issues in March 2021 and your client said it would consider the position and revert back to him. No response was received, so our client carried out the short-term solution to address the issue. Your client has benefited from our client's diligence without making payment, so it is hard to see how any alleged trespass could outweigh your client's failure to address the issue in the first place.

17. Furthermore, our client has provided the attached photograph, which he instructs shows the state of the roof, prior to the completion of the 2022 roof works.

Insurance

18. It is noted that you assert that you believe the leak is not an insured risk. However, without your client's insurer assessing that is not your place to shut down this avenue. There have been numerous storms this year already, and the insurer may consider damage to be the result of storm damage, which is an Insured Risk, as defined within the Lease.

19. As such it would assist if your client discloses the insurance policy and schedule. Our client is entitled to these pursuant to paragraph 2.3 of schedule 6 of the Lease.

20. Further, please find enclosed a copy of our client's section 30A of the Landlord and Tenant Act 1985 request.

Next Steps

21. You will appreciate the severity of your client failing to respond in relation to the insurance within 21 days, and the risk of a summary offence. That deadline takes care of itself. However, our client would expect a response to this letter within 21 days too, especially in the light of affording your client additional time to receive advice from a second firm of solicitors. Surely your client is now well informed about the risks.

22. It would be sensible if your client reconsiders the position in relation to the retraction over the previous acceptance of dealing with the maintenance of the Building. No doubt you used the extra time to advise your client over the risks of retracting from the previous admission over accepting responsibility for the maintenance, as listed within this letter. We therefore look forward to you

obtaining pragmatic instructions over the maintenance of the Building and if not, then our client will rely on the content of this letter when the question of costs arises and seek costs on the indemnity basis or pursuant to rule 13 if electing to pursue Tribunal proceedings.

23. Our client will consider any proposals in relation to Alternative Dispute Resolution.

Yours faithfully

WRIGHT HASSALL LLP

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