

## **Brief details of claim**

The Defendants have not complied with clause 2(14) of the terms of their headlease which, inter alia, requires them to repair and maintain the building known as Sussex Heights in accordance with the terms of my lease on flat 9d.

I am claiming payment for the replacement of the window frames of my flat.

## **Particulars of Claim**

The lease of flat 9d Sussex Heights dated 22nd December 1967 between A V P Properties Ltd and Basil David Barton was assigned to me on 26th April 2005.

The windows were in a very bad state of repair. The original Crittal frames were rusting away, the glass cracked and putty missing from holding the glass in the frames. It was impossible to open some of the windows safely. When one was opened, rusted metal and dislodged putty fell 9 floors below.

I wrote to the managing agent, Countrywide Property Management, who manages the block on behalf of the Defendants on 5th and 10th May regarding the situation. I also applied for planning permission on 9th May 2005 for the windows to be replaced.

Correspondence continued between Countrywide and myself. I pointed out that Clause 3(3) of my lease states that the Lessee covenants with the Lessor to '...keep in repair and replace where necessary all the glass in the windows and doors and window frame catches and fastenings...' The clause is specific about the glass in the windows and the window frame catches and fastenings... but does NOT include the window frames themselves. If the frames were the Lessee's responsibility it would have said window frames (in the plural not singular).

On 6th August I finally wrote saying that since the Defendants were not prepared to honour their obligation under the leases I was going ahead with the work before winter set in and would be sending in the invoice for their settlement after the work was completed.

On 6th November I submitted an invoice for £6,425.00 which represented the proportion of the total bill relating to the replacement of only the frames. I asked for payment by 18th November 2005 or else I would take action to recover this amount together with my costs.

On 18th November I was asked to delay action for two weeks whilst further advice was sought. I agreed, but have received no response so I now claim payment.