



SAMPLE · ANONYMISED WORKED EXAMPLE

What you actually get.

A worked example of a Building Trust Strategic Note — real lease structure, real legal analysis, names anonymised. This sample shows the **LEASE-iQ Brief + Legal Review** tier (Stream 2): situation in plain English, clause-cited lease analysis, next steps in three tracks, two draft letters ready to send, and a reviewing solicitor's sign-off.

Stream 1 — LEASE-iQ Brief

Same content, except the solicitor sign-off page near the end. £[Stream 1 price].

Stream 2 — LEASE-iQ Brief + Legal Review

This document. Solicitor reviewed and signed off. £[Stream 2 price].

Try it

building-trust.uk/talk-to-leaseiq

adam.street@building-trust.uk

In one paragraph.

Alex — you've correctly identified, on Sterling and Wright's say-so, that the flat roof above your ceiling is part of Apartment 7's demise. But until you've seen Apartment 7's actual lease and plan, that position is provisional. **The good news: your lease gives you remedies on both readings of the facts, and your strongest moves are the same either way.**

Your lease demands a high standard of repair — "*renewal and replacement*" of worn parts, not just patching. Because you gave written notice to Sterling and Wright two months ago and nothing material has happened, a critical legal condition has already been satisfied — which activates a separate set of rights. Your three hats — leaseholder, director of Beechwood House Management Limited, and shareholder — give you a powerful combination of levers to force a permanent solution and recover your costs.

The two readings of the facts

Sterling and Wright have informally said the terrace is in Apartment 7's demise. That's plausible but not yet proved. Until you see Apartment 7's lease and demise plan, the analysis runs on two parallel tracks:

Track A — terrace IS in Apartment 7's demise. Apartment 7's leaseholder is liable for repair, nuisance, and damage. Your direct claim, your enforcement letter.

Track B — terrace is NOT in Apartment 7's demise. The Management Company itself is liable. Your written notice two months ago has already triggered the condition precedent. The Management Company is now in default.

You win on either reading. The first action is the same: get sight of Apartment 7's lease and plan. Demand #1 in the draft letter at the back of this document does exactly that.

The clauses, **verbatim.**

Each provision below is quoted directly from your Beechwood House lease (dated 12 March 2003, between Beechwood Holdings Limited as Landlord, Beechwood House Management Limited as Management Company, and [Original Tenant — name redacted] as original Tenant). The clause references are to the actual structure of your lease.

The demise — Clause 1.1(d) and the Third Schedule

Your apartment is defined by reference to a plan, with the Third Schedule including interior surfaces and *"the floor surface only of the balcony (if any)"* — but expressly excluding:

"the main structural parts of the Building including the roof foundations and external parts thereof"

What this means: a roof is **not** normally part of any flat's demise. Sterling and Wright's claim about Apartment 7's terrace is the exception, and it has to be proved by sight of Apartment 7's actual lease and plan.

The repair obligation — Eighth Schedule, Part One, Clause 9

"repair and keep the Demised Premises and every part thereof... in good and substantial repair order and condition at all times during the said term including the renewal and replacement forthwith of all worn or damaged parts..."

The standard isn't "patch it" — it's **renew and replace**. The fact that the leak has come back proves the previous "fix" two years ago didn't meet that standard.

TRACK A

Apartment 7's leaseholder is in clear breach.

TRACK B

The Management Company carries the same standard for the roof.

The nuisance covenant — Eighth Schedule, Part Two, Clause 7

"not to do or permit or suffer on the Demised Premises any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Landlord or to the Tenants or occupiers of the Dwellings..."

Recurring water ingress is textbook nuisance. Under Track A this is a **separate, second breach** by Apartment 7's leaseholder — independent of the repair point.

Damage and indemnity — Eighth Schedule, Part One, Clause 13

"To make good any damage to any part of the Development caused by any act or omission or negligence of any occupant of or person using the Demised Premises..."

Under Track A, this clause makes Apartment 7's leaseholder **directly liable** for the cost of repairing your ceiling and your redecoration. This is your recovery mechanism.

Mutual enforcement — Ninth Schedule Cl 5 and Tenth Schedule Cl 6

Both the Landlord (Beechwood Holdings Limited) and the Management Company are **required to enforce** another leaseholder's covenants on your formal written request, provided you indemnify them for costs. This is the lever that compels action when Apartment 7 ignores you.

Works in default — Eighth Schedule, Part One, Clause 12

The Management Company has the right, after a separate formal notice and a three-month grace period, to **enter Apartment 7 and carry out the repairs itself, recharging the full cost** to Apartment 7's leaseholder. As a director you can direct that this be set in motion. This is your strongest enforcement tool.

The condition precedent — Tenth Schedule, Clause 1.1

"The Management Company shall in no way be held responsible for any damage caused by any want of repair to the Maintained Property... unless and until notice in writing of any such want of repair or defect has been given to the Management Company and the Management Company has failed to make good or remedy such want of repair or defect within a reasonable time..."

Under Track B, this is your trump card. **You gave written notice two months ago**. Two months is not a "reasonable time" for a recurring water leak. The condition precedent is satisfied. The Management Company is now in default.

So who pays — on each track.

Track A — terrace IS in Apartment 7's demise

The leaseholder of Apartment 7 is in **multiple stacked breaches**:

1. **Repair covenant (CI 9)** — failure to renew and replace the worn element causing the leak.
2. **Nuisance covenant (CI 7, Pt 2)** — separate breach, independent of the repair.
3. **Damage indemnity (CI 13)** — direct liability to you for the damage to Apartment 2.
4. **Possible alterations breach (CI 21)** — if past terrace work was done without consent.

Track B — terrace is NOT in Apartment 7's demise

The Management Company is itself in default. The condition precedent in Tenth Schedule CI 1.1 is satisfied (two months since written notice, no remedy). The Management Company is liable for the repair AND the consequential damage to Apartment 2.

Recovering your costs

Damage to Apartment 2. Under Track A, recoverable from Apartment 7's leaseholder under CI 13. Under Track B, recoverable from the Management Company as damages for breach.

Insurance excess and any premium uplift. Under Eighth Schedule CIs 15 and 16 these are recoverable from whichever leaseholder's breach caused them. They should not be put through the general service charge.

NEXT STEPS

Three parallel tracks, not sequential.

Run Tracks 1 and 2 simultaneously this week. Track 3 sits behind them as your reserve.

Send Letter A (you personally) and Letter B (the Management Company) on the same day

You're not party to Apartment 7's lease, so your direct cause of action against them runs in tort (nuisance and negligence at common law), not in contract. The Management Company is the contractual enforcer under privity of estate. The cleanest response is two letters in parallel:

Letter A — from you personally to the leaseholder of Apartment 7, framed in tort. Quotes the covenants as evidence of breach (the standard their conduct is judged against), reserves your common-law remedies, and offers them a chance to remedy before formal escalation.

Letter B — from Beechwood House Management Limited (issued by Sterling and Wright under your director instruction) to Apartment 7, framed as contractual enforcement. Cites the covenants directly, demands access for the surveyor, signals a forthcoming formal CI 12 notice, reserves self-help.

Both letters reference each other and go on the same day. Apartment 7 sees pressure on two distinct legal fronts simultaneously — much harder to deflect or delay than a single letter.

Effort: low. **Cost:** postage. **Timeline:** 21-day response window for Letter A; 14 days for Letter B. **Authority:** Letter A — common-law nuisance/negligence; Letter B — lease covenants 8th Sch Pt 1 Cls 9, 12, 13, 21 + Pt 2 Cl 7 + 10th Sch Cl 6 (mutual enforcement).

TRACK 2 · AS DIRECTOR OF BEECHWOOD HOUSE MANAGEMENT LIMITED

Direct Sterling and Wright, in writing

Send a formal written instruction to the managing agent in your capacity as a director of the Management Company. Demand they:

1. **Within 7 days** — produce a copy of Apartment 7's registered lease and demise plan, so the Track A/B question is settled.
2. **Within 14 days** — instruct an independent MRICS chartered building surveyor and a specialist leak-detection contractor to investigate the cause and specify a permanent remediation plan to the renewal-and-replacement standard. Costs paid by the Management Company in the first instance, recharged to Apartment 7 once liability is confirmed.
3. **Within 14 days** — review company records and confirm whether consent was ever granted under CI 21 for any works to Apartment 7's terrace.
4. **Once the surveyor's report is in hand** — issue formal notice under CI 12 to Apartment 7. If Apartment 7 doesn't comply within three months, the Management Company will exercise its self-help right of entry and recharge all costs.

If a fellow director is the leaseholder of Apartment 7 (or related), they must declare that interest under Companies Act 2006 ss.175/177 and recuse from any board decision on this matter. Get that declared and minuted at the next board meeting.

Effort: low for you. **Cost:** surveyor cost initially borne by the Management Company, recoverable. **Timeline:** 7-14 day demands. **Authority:** director duties (CA 2006); 8th Sch Pt 1 CI 12 (self-help).

TRACK 3 · AS SHAREHOLDER · RESERVE

Tribunal and Companies Act remedies

If Tracks 1 and 2 stall:

1. **FTT s.27A LTA 1985** — if any leak-related cost is mis-allocated through the service charge instead of recharged to Apartment 7. ~£100 fee, 3-6 months.
2. **FTT s.24 LTA 1987** — application for a Tribunal-appointed manager if the Management Company fails completely. Higher cost, last resort.
3. **Companies Act 2006 s.168** — shareholders can remove a director by ordinary resolution on 28-day special notice, where a director is actively blocking action.

What to watch, what to chase.

Get Apartment 7's lease and plan first

Everything sharpens once you have Apartment 7's lease and demise plan. That's why it's Demand #1 in both the letter and the Track 2 instruction. You can also pre-empt this yourself — HM Land Registry will sell you the title for around £3, instant download.

Press on the alterations probe

Press Sterling and Wright on whether consent was ever granted under Cl 21 for any work to Apartment 7's terrace. An unauthorised alteration is a separate, very clear breach that strengthens your position significantly.

Director conflict — declare and minute

If the leaseholder of Apartment 7 is also a director of Beechwood House Management Limited (or related to one), Companies Act 2006 ss.175 and 177 require declaration and recusal. Companies House will tell you who's on the board. Get any conflict declared and minuted before the board acts.

Sterling and Wright's silence is itself a board issue

Whether the Track A or Track B liability falls on Apartment 7 or on the Management Company, the managing agent's two-month delay is a separate performance question. Raise it at the next board meeting and consider whether their contract should be reviewed.

This is information, not legal advice

Everything above is grounded in the verified clauses of your lease. Before you take any formal step (FTT application, court claim, Section 146 forfeiture notice), instruct a property solicitor. Building Trust offers a Legal Review option that includes a solicitor sign-off — see the email this document arrived with.

Two questions before you go

1. **On a scale of 1 to 5, is this what you needed?** (1 = not at all, 5 = exactly what I needed.) If you have a sentence on what you'd change, send it.
2. **Would you send Letters A and B (next pages), substantially as drafted?** *Yes / Yes with minor edits / No, but useful starting point / No, not useful.*

If you can spare 15 minutes for a quick call this week, I'd love to hear what landed and what didn't — and what you think this kind of service would be worth to you.

Adam Street · Building Trust

adam.street@building-trust.uk · building-trust.uk/talk-to-leaseiq

Reviewed by a solicitor.

As part of LEASE-iQ Brief + Legal Review, this Strategic Note has been reviewed by a qualified property solicitor. The reviewer worked from the one-page solicitor briefing summary that sits behind this document, the verified lease clauses, and the draft letters at the back of this Note.

Reviewer's confirmation

I confirm I have reviewed the lease analysis, the conclusions on liability, the proposed next-step tracks, and the two draft letters in this Strategic Note. The clause citations are accurate against the lease as supplied. The legal framing of the user's direct cause of action (in tort) and the contractual enforcement route (via the Management Company) is correct. The two draft letters are appropriate to send substantially as drafted, subject to any specific edits noted below.

Edits applied to the deliverable / letters: [as noted in the reviewer feedback log; otherwise: "None — content stands as drafted."]

Open queries flagged for the user:

1. Sight of Apartment 7's lease and demise plan should be obtained (via Land Registry, ~£3) before either letter is sent, in order to confirm Track A is the lead position.
2. Companies House search of the Management Company's officers should be cross-checked against any common surnames or addresses with Apartment 7's leaseholder before the board acts on the matter.

REVIEWING SOLICITOR

[Solicitor name]

[Firm name]

SRA No. [number]

DATE OF REVIEW

[Date]

Signature

What Stream 2 changes

The lease analysis, draft letters, and recommendations in Stream 1 (LEASE-iQ Brief) are produced through the same multi-stage Building Trust workflow — including verified clause extraction, cross-model review, and a Claude self-check. Every Stream 1 user also receives the one-page solicitor briefing summary, so they can take it to their own solicitor independently if they choose.

What Stream 2 adds:

- An independent property solicitor reviews the briefing summary, the lease analysis, and the draft letters.
- Any edits or corrections the solicitor identifies are applied before the deliverable is sent.
- The solicitor's name, firm, SRA number, and date of sign-off appear on this page.
- Open queries the solicitor wants the user to address are flagged here, in plain English.

Stream 2 is the right choice when (a) the user is heading to formal action (FTT, court), (b) the case turns on a legal point that isn't 100% clear from the lease alone, or (c) the user wants the additional comfort of solicitor sign-off before signing the letters.

This sample shows what the sign-off page looks like in a Stream 2 deliverable. The reviewer details above are placeholders for an anonymised example. In a real Stream 2 deliverable, this page is signed by a named, qualified solicitor.

Two letters, same day, two pressure points.

Letter A is from you personally to the leaseholder of Apartment 7 — common-law (tort) framing. Letter B is from Beechwood House Management Limited, sent via Sterling and Wright under your director instruction — contractual enforcement under the lease. Both go on the same day. Apartment 7 sees pressure on two distinct legal fronts at once. This is the cleanest response to the privity-of-contract position: your lease binds you and the Lessor parties, not Apartment 7 directly, so your direct right is in tort, while the Management Company is the contractual enforcer under privity of estate.

**DRAFT · LETTER A · ALEX PERSONAL TO THE LEASEHOLDER OF APARTMENT 7 · FOR
REVIEW AND SIGNATURE**

Alex Morgan
Apartment 2, Beechwood House
Park Road
London NW3

The Leaseholder
Apartment 7, Beechwood House
Park Road
London NW3

COPIED TO:

Beechwood House Management Limited, c/o Sterling and Wright [Managing Agent's address — please insert]
Sterling and Wright [Managing Agent's address — please insert]
Beechwood Holdings Limited [registered office — please verify at Companies House before sending]

[Date]

BY FIRST-CLASS POST AND EMAIL

Dear Leaseholder of Apartment 7,

Water ingress into Apartment 2 from the terrace of Apartment 7

I am the leaseholder of Apartment 2 at Beechwood House. I am writing to you in my personal capacity concerning a persistent and unresolved water leak from the roof terrace of your apartment, which is causing damage to my property.

Why I am writing to you directly. Whilst contractual enforcement of the covenants in your lease is a matter for the Landlord (Beechwood Holdings Limited) and the Management Company (Beechwood House Management Limited), I am writing to you directly so that you are on notice of the position and have an opportunity to remedy it before (a) the Management Company is formally instructed to enforce — a separate letter from the Management Company is being issued to you in parallel — and (b) I bring a direct claim against you at common law in nuisance and / or negligence.

This issue was first reported to the managing agent, Sterling and Wright, approximately two months ago. A similar leak occurred around two years ago, indicating a recurring defect. Despite my report, no effective remediation has been undertaken, and my recently redecorated apartment continues to suffer damage.

The covenants in your lease set out the standard against which your conduct will be judged in any direct claim I bring. They include:

1. **The repairing covenant (Eighth Schedule, Part One, Clause 9):** requires you to
 - | *"repair and keep the Demised Premises and every part thereof... in good and substantial repair order and condition at all times during the said term including the renewal and replacement forthwith of all worn or damaged parts..."* The failure to prevent water escaping from your demise into mine is a clear breach.
2. **The nuisance covenant (Eighth Schedule, Part Two, Clause 7):** requires you
 - | *"not to do or permit or suffer on the Demised Premises any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience"* to other residents. The ongoing water leak is a breach.
3. **The damage indemnity covenant (Eighth Schedule, Part One, Clause 13):** requires you
 - | *"To make good any damage to any part of the Development caused by any act or omission or negligence of any occupant of or person using the Demised Premises..."* You are obliged under your lease to indemnify the Landlord and the Management Company for the cost of making good damage caused by your breach. That cost includes the damage to my apartment, which I will be claiming for either through the Management Company's enforcement of Clause 13 or, in parallel, by direct claim in nuisance / negligence at common law.
4. **The alterations covenant (Eighth Schedule, Part One, Clause 21):** requires you to obtain prior written consent from the Management Company before making
 - | *"any alteration whatsoever to the plan design or elevation of the Demised Premises..."*

So that this can be resolved without the formal enforcement and tort routes becoming necessary, I ask you to take the following steps:

1. Within **14 days** of the date of this letter, confirm that the roof terrace falls within your demise, by providing a copy of your registered lease and plan.
2. Within **21 days**, arrange — or permit the Management Company to arrange — for an independent intrusive investigation by an MRICS chartered building surveyor and a specialist leak-detection contractor.
3. Within **21 days**, provide me with a copy of a permanent remediation plan, specified by the surveyor, satisfying the renewal-and-replacement standard required by Clause 9 of your lease.
4. Indicate whether you accept liability for the cost of repairing the damage to my apartment, including my recent redecoration. I will provide a quantified schedule on receipt of the confirmation at point 1.

5. Confirm whether any works have been carried out to the terrace surface or drainage and, if so, provide evidence of prior consent from the Management Company under Clause 21.
6. Acknowledge that any insurance excess and any premium uplift caused by this ongoing breach are recoverable from you under Clauses 13, 15 and 16.

Failure to engage substantively will leave me with no alternative but to pursue my remedies in parallel:

- A direct claim against you in the County Court for damages in nuisance and / or negligence, and an injunction in nuisance to abate the ongoing escape of water from your demise into mine.
- The contractual route, via the Management Company, under Clause 6 of the Tenth Schedule of my lease — by which the Management Company is required, on my formal request and on indemnity for costs, to enforce the covenants of your lease. The Management Company is also being separately instructed in parallel.

Reservation of rights. This letter is open correspondence and is without prejudice to my right to pursue any and all remedies available to me. If the lease and plan for Apartment 7 show that the terrace is not within your demise, I fully reserve all my rights against the Management Company under Tenth Schedule Clause 1.1, having put it on notice of the defect more than two months ago.

I expect a substantive response within 21 days.

Yours faithfully,

Alex Morgan
Leaseholder, Apartment 2, Beechwood House

DRAFT · LETTER B · BEECHWOOD HOUSE MANAGEMENT LIMITED (VIA STERLING AND WRIGHT) TO THE LEASEHOLDER OF APARTMENT 7 · FOR BOARD APPROVAL AND ISSUE

Sterling and Wright
Managing Agent for Beechwood House Management Limited
[Managing Agent's address — please insert]

The Leaseholder
Apartment 7, Beechwood House
Park Road
London NW3

COPIED TO:

The directors of Beechwood House Management Limited
Beechwood Holdings Limited [registered office — please verify at Companies House before sending]
Alex Morgan, Leaseholder of Apartment 2

[Date]

BY FIRST-CLASS POST AND EMAIL

Dear Leaseholder of Apartment 7,

**Beechwood House Management Limited — Notice of breach of lease covenants —
Apartment 7 roof terrace**

We write on behalf of Beechwood House Management Limited (the "Management Company"), the body responsible under your lease (dated 12 March 2003) for the management of Beechwood House.

The Management Company has been on notice since [date — approx late February 2026] of recurring water ingress from the roof terrace forming part of the Demised Premises of Apartment 7 into Apartment 2 below. A similar leak from the same area was investigated and purportedly repaired approximately two years ago; the recurrence is evidence that the previous remedial work did not meet the standard required by your lease.

This letter is to put you formally on notice that you are in breach of the following covenants of your lease, which the Management Company is entitled (and bound, on the request of an affected lessee, under Tenth Schedule, Clause 6) to enforce:

1. Eighth Schedule, Part One, Clause 9 — the obligation to

| *"repair and keep the Demised Premises and every part thereof... in good and substantial repair*

order and condition... including the renewal and replacement forthwith of all worn or damaged parts." The standard is renewal, not patch repair. The recurrence demonstrates the prior works did not meet that standard.

2. Eighth Schedule, Part Two, Clause 7 — the obligation

| *"not to do or permit or suffer on the Demised Premises any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience"* to other lessees.

3. Eighth Schedule, Part One, Clause 13 — the obligation

| *"To make good any damage to any part of the Development caused by any act or omission or negligence of any occupant of or person using the Demised Premises."* The Management Company will look to you under this clause for the cost of remediating the damage to Apartment 2.

4. Eighth Schedule, Part One, Clause 21 — the alterations covenant. We require you to confirm whether any work has been carried out to the terrace surface, drainage or waterproofing system and, if so, to produce evidence of the Management Company's prior written consent.

Pursuant to the Management Company's powers under the lease, you are required to take the following steps within **14 days** of the date of this letter:

1. Permit access to your apartment, including the roof terrace, for an independent MRICS chartered building surveyor and a specialist leak-detection contractor to be instructed by the Management Company. The Management Company will bear the cost of the investigation in the first instance, with full recovery from you under Clause 13 once liability is established.
2. Confirm in writing whether any works to the terrace have been carried out and, if so, supply evidence of any consent issued under Clause 21.
3. Confirm in writing your acknowledgement that any insurance excess and premium uplift attributable to the leak claim history are recoverable from you under Eighth Schedule, Part One, Clauses 15 and 16, and Clause 13.

Notice of intent to issue a formal Clause 12 specific-works notice. Once the surveyor's report specifies the permanent remediation required, the Management Company will issue a formal notice under Eighth Schedule, Part One, Clause 12 specifying the works to be undertaken and the timeframe. If you do not | *"within three months after the service of such notice proceed diligently with the execution of such repairs or works"* the Management Company will exercise its rights under Clause 12 to enter the Demised Premises, cause the works to be executed, and recover the full cost from you on demand.

Parallel position from the affected lessee. The leaseholder of Apartment 2 has separately written to you in his personal capacity, reserving common-law remedies in nuisance and negligence, and has formally requested the Management Company to enforce these covenants

on his behalf under Tenth Schedule, Clause 6. The Management Company is acting on that request, with the indemnity for costs as required.

The Management Company reserves all rights, including under Clause 12 of the Eighth Schedule, Part One, Clauses 13, 15 and 16, the Sixth Schedule, and the Tenth Schedule of the leases at Beechwood House, and at common law.

We expect a substantive response within 14 days.

Yours faithfully,

Sterling and Wright
Managing Agent, for and on behalf of Beechwood House Management Limited