



The lease under scrutiny in *Klosterkotter-dit-Rawë v Greyclide Investments Ltd* [2018] UKUT 0289 (LC) was granted on 10 March 1986. In this case and in *Urban Splash Work Ltd v Ridgeway* [2018] UKUT 0032 (LC) (see window 6), the existence or otherwise of conditions precedent to the liability to pay took the parties to the Upper Tribunal.

In Ms Rawë's case, it was whether certification of the annual service charge was a condition of her liability to pay an on account demand. No lease-compliant certificates had been issued during the period of dispute, but the landlord argued that Ms Rawë was still liable to pay interim demands.

Expressing sympathy for Ms Rawë, who had had to wait six years to receive the accounts for 2005-2010 and to be sent the 2011 "statement of service charges", the Upper Tribunal nonetheless dismissed her appeal. Said HHJ Bridge: "the common thread running through [the] decisions is that the wording of the lease, reflecting the agreement which the parties made ... is crucial".

On the wording of Ms Rawë's lease, the provision of certified accounts was not a condition precedent to her liability to pay an interim service charge demand.

