

I think the revision on p.82 would have been better drafted:

- (A) The landlord may enter the FLAT, so ending this lease, if:
  - (1) Any MANAGEMENT CHARGES are unpaid more than 21 days after they have become due (even if not formally demanded); or
  - (2) The tenant has broken any other duty under this lease.
- (B) (1) But if paragraph (B)(2) applies the landlord may not use this power until:
  - (a) It has sent the lender written details of:
    - (1) Any breach under paragraphs (A)(1) and (2); and
    - (2) The landlord's reasonable requirements for correcting any remediable breach; and
  - (b) 21 days have since passed without the breach having been remedied.
- (2) This paragraph applies to any lender:
  - (1) For whose debt the FLAT is security; and
  - (2) Whose name, address, and mortgage details the landlord has received.

This corrects a typo in paragraph (A)(1) and, more importantly, makes clearer that the landlord *must* give the notice to the mortgagees.

But — following the original — it still does not:

- disclose that the tenant has similar rights under s.146 of the Law of Property Act 1925; nor
- explain the unguessable technicalities of “remediable breach”.

These omissions raise difficult questions, which I hope to discuss soon on the [Comment](#) page. 