

**Residential
Property**
TRIBUNAL SERVICE

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE
DECISION OF THE LEASEHOLD VALUATION TRIBUNAL
(LONDON PANEL)**

COMMONHOLD AND LEASEHOLD REFORM ACT 2002

Property: 8 Juniper Court, 21 Neal Close, Northwood,
Middlesex HA6 1TJ
Landlord: Home Group Ltd
Tenant: Mr Rodney John Allard

Tribunal Member:
Mr Adrian Jack (Chairman)

Ref : LON/00AS/LBC/2007/0050

1. The flat in this matter is part of a warden-controlled development. The landlord seeks a determination that the tenant is in breach of the terms of his lease.
2. The lease in question was granted on 8th July 1988 for a term of 99 years from Christmas 1987. It was assigned to the tenant in 1995. By paragraph 6(a) of the Third Schedule to the lease, the tenant covenanted:

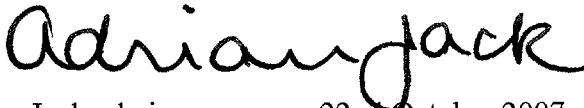
“Not to do or omit to be done on the Property or the Development any matter of thing which may be or become a nuisance annoyance disturbance or inconvenience to the owners and occupiers of the Development.”
3. Directions were given by the Tribunal on 19th September 2007. These provided for the determination of the matter without an oral hearing, unless either party requested such a hearing. No party has done so, so the Tribunal determines the matter on the basis of the paper representations.
4. Section 168(4) of the Commonhold and Leasehold Reform Act 2002 provides:

“A landlord under a long lease of a dwelling may make an application to a leasehold valuation tribunal for a determination that a breach of a covenant or condition in the lease has occurred.”
5. The landlord has served a witness statement by Ms Rosemary Osbiston, who is the warden on the Development and who lives in one of the flats there.

6. Ms Osbiston says that on 20th August 2007 the tenant came to a meeting of the social club. He was the worse for drink and insulted her, calling her a lying cow who could not do her job. This took place before other residents and caused her distress. She asked him to leave the meeting, but he refused and said she had not done her duties as regards another tenant who had been burgled. Again, this was within hearing of the other tenants.
7. Ms Osbiston says that the tenant has refused to let her check his emergency pull cords, but in the Tribunal's judgment this could not reasonably cause "a nuisance annoyance disturbance or inconvenience". Accordingly this is not a breach of the term of the lease on which the landlord relies.
8. Ms Osbiston's witness statement refers to an exhibit RO1, however, the exhibit was not attached to the witness statement in the bundle prepared by the landlord and the exhibit had not been sent to the tenant by the Tribunal. In these circumstances the Tribunal did not consider the evidence in that exhibit.
9. Ms Osbiston's evidence as to the 20th August 2007 is not answered by the tenant, who has taken no part in the proceedings. The Tribunal finds her allegations in relation to that date proved. The tenant's behaviour was in the Tribunal's judgment an "annoyance disturbance or inconvenience", even if it was not a nuisance in the technical legal sense. Accordingly there is a breach of the terms of the lease.

DECISION

The Tribunal finds that the tenant was in breach of the terms of his lease on 20th August 2007 in that he caused an annoyance disturbance and inconvenience to an occupier of the development, namely Rosemary Osbiston.



Adrian Jack, chairman

22nd October 2007