

LON/OOAL/LBC/2006/0070

DECISION OF THE LEASEHOLD VALUATION TRIBUNAL

COMMONHOLD & LEASEHOLD REFORM ACT 2002 – SECTION 168(4)

ADDRESS OF PREMISES: 64 OAKWAYS
LONDON
SE9 2NZ

LANDLORD (APPLICANT): LAKESIDE DEVELOPMENTS LIMITED

TENANT (RESPONDENT): MS BARBARA TRIMBLETT

TRIBUNAL : Ms F. Dickie
Mr Colin White (FRICS)
Mr Eric Goss

HEARING FRIDAY 30TH MARCH 2007

PRELIMINARY

THE TENANT IS STRONGLY ADVISED TO TAKE LEGAL ADVICE ABOUT THE EFFECT OF THIS DECISION.

1. The Applicant sought a determination under section 168(4) of the Commonhold and Leasehold Reform Act 2002 that a breach of covenant or condition in the Respondent Tenant's lease had occurred. Directions were issue by the Tribunal to the parties on 1st November 2006.
2. Mr. David Glass, Director of Lakeside Developments Limited, attended the hearing on behalf of the Landlord. The Tenant did not attend, was not represented and had not responded to the Landlord's Application.

THE LEASES

3. The current Lease is dated 29th April 2005 and is between (1) The Queen's Most Excellent Majesty (2) The Crown Estate Commissioners and (3) Barbara Eileen Trimblett, the Tenant. The Tenant covenants in Clause 4 to observe and perform the restrictions set out in Schedule 4, which at Paragraph 8 provides:

"That the Tenant will at all times during the Term keep the Demised Premises and all additions thereto insured against loss or damage by all usual risks under a comprehensive insurance policy as the Landlord may direct a reputable insurance company as the Landlord shall direct in the

joint names of the Queen's Majesty and Her Successors and the Tenant through such agency as the Landlord may reasonably require in such a sum as shall in the opinion of the Landlord's Surveyor fairly represent the full replacement value thereof..."

4. The original under lease, to which the Tenant is the successor in title, was dated 10th February 1964. The head lease between the Crown Estate Commissioners and South Western Land Holdings Limited (to which Lakeside Developments Limited is the successor in title) commenced on 10th October 1961. By virtue of the grant of the current Lease that original under lease is extinguished and its terms are of no effect.

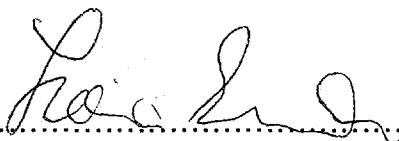
THE EVIDENCE

5. On behalf of the Landlord Mr. Glass argued that the Tenant had been in breach of covenant with regard to the buildings insurance arrangements set out in the Head Lease and current Under Lease. He did not seek to establish any breach by the Tenant of the covenant to pay service charges in respect of alternative insurance now taken out by the Landlord in the Tenant's alleged default.
6. Mr. Glass produced a copy of a letter from the Tenant dated 24th February 2006 in which the Tenant advised that she did not wish to be insured with a company of the Landlord's choosing and that she had buildings insurance with Frizzell. He also produced copy correspondence to the Tenant dated 8th March 2006 requiring her to comply with her insuring obligations in the Lease and directing her to their appointed broker Ghbc. Furthermore Mr. Glass provided a copy of a letter dated 28th December 2006 to him from Ghbc, setting out reasons why each block should be insured by the same insurer.

DECISION

7. By virtue of the current Lease the Landlord is entitled to direct the choice of insurance company and agency. The Tribunal finds the Tenant has failed to comply with the Landlord's reasonable direction. The Tribunal finds that the Tenant is in breach of the covenant in Clause 4 as set out in Paragraph 8, Schedule 4 of her Lease.

Signed


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Fiona Dickie, Chairman

Dated 10th May 2007