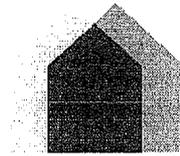


189



Residential
Property
TRIBUNAL SERVICE

Case reference: LON/00AW/LBC/2010/0021

**DECISION OF THE LONDON LEASEHOLD VALUATION TRIBUNAL ON
AN APPLICATION UNDER SECTION 168(4) OF THE COMMONHOLD AND
LEASEHOLD REFORM ACT 2002**

Property: Flat 1, 31 Gledhow Gardens, London SW5

Applicant: 31 Gledhow Gardens (Leaseholders) Limited

Respondent: Eva Maria Blaché

Date of application: 5 March 2010

Date of determination: 12 May 2010

**Determination without an oral hearing in accordance with the procedure
set out in regulation 13 of the Leasehold Valuation Tribunals
(Procedure) (England) Regulations 2003**

Tribunal: Margaret Wilson

1. This is a landlord's application under section 168(4) of the Commonhold and Leasehold Reform Act 2002 ("the Act") for a determination that a breach of a covenant or condition in the respondent's ("the tenant's") lease has occurred.

2. Neither party has asked for an oral hearing and this determination is made on the basis of written representations alone in accordance with the procedure set out in regulation 13 of the Leasehold Valuation Tribunals (Procedure) (England) Regulations 2003. In accordance with the tribunal's pre-determination directions made on 17 March 2010 the landlord has submitted written representations, but the tenant has not responded to the application in accordance with the directions or at all, although I am satisfied that she is aware of the application and of the tribunal's directions.

3. Gledhow Gardens is a purpose built block of flats, and the tenant holds a long lease of Flat 1. By her lease she covenants:

i. by clause 3(d)(i) *at all times ... well and substantially to repair cleanse maintain amend and keep [the flat] and in particular to keep the painting papers and decoration ... in good order and condition;*

ii. by clause 3(g) *to allow the Superior Lessors and the Lessor and all persons authorised by them respectively at all reasonable times subject to prior notice to enter [the flat] or any part thereof and inspect or examine the same or the condition thereof;*

iii. by clause 3(e) *not knowingly to do or permit to be done any act or thing which may render void or voidable the policy or policies of insurance of [31 Gledhow Gardens];*

iv. by clause 3(m) *not to do or allow [in the flat] any act or thing which may by ... odour or otherwise howsoever cause damage depreciation annoyance or inconvenience to the ... Lessor or to any neighbouring property or the occupiers thereof ... ;*

v. by clause 4 to observe the restrictions and stipulations set forth in the Second Schedule;

vi. by paragraph 2 of the second schedule *not* [to] place expose or permit to be placed or exposed upon any external part of the [flat] any ... pots pans or any other thing likely to be a nuisance or annoyance to the Lessor or the other tenants of the Building

4. By section 168(4) of the Act 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. I am satisfied from the witness statement of Hannah Roberts of HMR Limited, the landlord's managing agent, and from a report and photographs provided by David Moon DipBS FRICS of Davis Brown, chartered surveyors, that breaches of all the covenants listed in paragraph 3 of this decision have occurred. It is clear that for a long period the tenant has hoarded rubbish and waste in her flat and garden and, at times, in the common parts of the building which has led directly to an infestation of rodents in and outside the flat and to the issue in April 2006 of an abatement notice under the environmental protection legislation by the local authority. These circumstances amount to breaches of clauses 3(e) and 3(m) and of clause 4 and paragraph 2 of the second schedule. I am also satisfied that the tenant refused access to her flat to Ms Roberts who was authorised by the landlord to enter the flat in order to inspect its condition, in breach of clause 3(g), and that she has and that she has failed to cleanse, maintain and keep the flat in good order and condition, in breach of clause 3(d)(i).

TRIBUNAL:

DATE: 12 May 2010