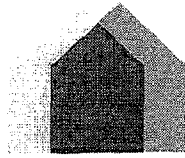


61



**Residential
Property**
TRIBUNAL SERVICE

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE
LEASEHOLD VALUATION TRIBUNAL for the
LONDON RENT ASSESSMENT PANEL**

Case Reference: LON/AG/LBC/2007/0018

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

Premises: Flat 1, 4 Savernake Road, London, NW3 2JN

Applicant: Mrs K Almougy and Mr U Almougy

Respondent: Mrs Y Vassie

Date of Application: 27 March 2007

**Tribunal: Ms L Tagliavini
Mr D D Banfield FRICS
Dr A M Fox Ph D**

Decision:

- 1, This is an application made pursuant to section 168 of the Commonhold and Leasehold Reform Act 2002, in respect of alleged breaches of Clauses 3 (c) and 4(a) of a lease dated 13th November 1978 made originally between Katrina Ruth Almougy and Roger James Moore.

- 2, It is alleged by the Applicant that alterations have been carried out by the Respondent due to the removal and alteration to internal walls to the ground floor flat in contrary to the lessee's obligations.
- 3, Clause 3 (c) of the lease states;

“Not to make any structural alteration or structural addition to the demised premises nor to erect any new buildings thereon or remove any of the Lessor’s fixtures and fittings without the previous consent in writing of the lessor nor to cut maim alter or injure any of the walls or timbers thereof nor to alter the Lessor’s fixtures.”
- 4, Clause 4 (a) states;

“Keep the flat (other than the parts thereof comprised and referred to in paragraphs (c) and (d) of Clause 5 hereof) and all interior walls party walls sewers drains and pipes cable wires and appurtenances thereto belonging in good and substantial repair maintenance renewal and condition and in particular (but without prejudice to the generality of the foregoing) so as to support shelter and protect the parts of the Building other than the flat.”
- 5, It is accepted by the Respondent that unauthorised alterations have been carried out to the premises; see para. 2 of Statement in Response to Application. The Respondent denies however that the works constitute a structural alteration or structural addition to the Property.
- 6, The Respondent further denies that the works are in breach of Clause 4(a) in that no damage has been occasioned to other parts of the building.
- 7, In a report dated 13 March 2007 by Watts Group PLC, structural engineers for the Applicants, a summary is provided for “work which would be necessary to reinstate the structural integrity of the building to that which existed prior to the works”. Detailed comments are then made on the various proposals of the Respondent and their implication to the building’s structure.
- 8, In a report dated 26th March 2007, Messrs Taylor Whalley Spyra, consulting civil and structural engineers for the Respondent state “We suggest that the structural works be recommenced and completed as soon as possible”
- 9, Based on the evidence presented to it, the tribunal finds that there has been a breach of Clause 3 (c) in that unauthorised works have been carried out and that both parties experts accept that they are “structural”
- 10, However, no evidence has been provided of any damage to parts of the building other than the subject property and as such the tribunal determines that there has not been a breach of Clause 4 (a)

Chairman: W. Tagliarini

Dated: 3/5/07