



**Residential
Property**
TRIBUNAL SERVICE

**LONDON RENT ASSESSMENT PANEL
LEASEHOLD VALUATION TRIBUNAL**

Case Reference: LON/OOAC/LBC/2007/0058

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

Applicant: PEVEREL OM LIMITED

Respondents: TUFAIL AHMED & SALMA BEGUM

**Premises: Flat 5, Gonville Court, Russell Lane, N20
0AF**

Date of Application: 3 December 2007

Date of directions: 11 December 2007

Date of decision: 6 March 2008

**Tribunal: Mr M. Martynski (Solicitor)
Mr D. Banfield FRICS
Mrs L Walter**

DECISION OF THE LEASEHOLD VALUATION TRIBUNAL

Summary of decision

1. The Tribunal determines that a breach of covenant in the Respondents' lease has occurred. .


Background

2. The Respondents are the registered proprietors of the property in question pursuant to a lease dated 28 July 2006 made between Barratt Homes Limited, Chartered Direct Limited and the Applicant.
3. The Respondents' lease contains the following clause

Not without the previous consent of the Manager or its agents (which consent may be granted in the absolute discretion of the Manager or its agents) to cut, maim or injure nor to make any breach in any part of the structure of the Demised Premises nor to make any alteration or additions whatsoever to the plan, design or elevation of the Demised Premises nor to make any openings therein nor to open up any floors, walls or ceilings for the purpose of altering or renewing any pipes, wires, ducts or conduits nor to alter any of the landlords' fixtures, fittings or appliances therein and not in any case to commit or allow any waste or spoil on or about the Demised Premises
[paragraph 22 Part One, Eighth Schedule]
4. The Tribunal was shown a photograph of the property in question clearly showing that a satellite dish had been fixed to the exterior wall. The Tribunal was also shown copies of letters dated 4 July, 11 September and 12 November 2007 addressed to the Respondents asking them to remove the satellite dish. In a witness statement dated 29 November 2007, Mr Richard John Sandler, Company Solicitor for the Applicant, stated that the premises were last inspected on 20 November 2007 and that the satellite dish was still present.

The Tribunal's findings

5. The Tribunal found that the erection of the satellite dish on the exterior of the wall did contravene paragraph 22 Part One, Eighth Schedule of the Respondents' lease in that by fixing a satellite dish to the exterior wall the Respondents had caused or allowed there to be a breach of the structure and an alteration and/or addition to the elevation of the demised premises.


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Mark Martynski
Chairman