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LON/00BH/LBC/2007/0010

**THE RESIDENTIAL PROPERTY TRIBUNAL SERVICE**

**DETERMINATION OF THE LONDON LEASEHOLD VALUATION  
TRIBUNAL ON AN APPLICATION UNDER S168(4) OF THE  
COMMONHOLD AND LEASEHOLD REFORM ACT 2002**

**Property: 32, Witham Court, Ruckholt Road, Leyton, London E10 5PJ**

**Applicant: Witham Court Freehold Company (landlord)**

**Respondent: Ms K Frost (tenant)**

**Determination without an oral hearing according to the procedure in Regulation  
13 of the Leasehold Valuation Tribunals (Procedure) (England) Regulations  
2003**

**Tribunal: Lady Wilson  
Mrs E Flint DMS FRICS IRRV**

**Date of the tribunal's decision: 25 April 2007**

1. The landlord has applied to the tribunal under section 168(4) of the Commonhold and Leasehold Reform Act 2002 for a determination that a breach of a covenant or condition in the tenants' lease has occurred. Neither of the parties has asked for an oral hearing and we are satisfied that the application is fit for determination on the basis of written representations according to the procedure set out in regulation 13 of the Leasehold Valuation Tribunals (Procedure) England) Regulations 2003.
2. The tenant holds a lease of Flat 32 Witham Court, a purpose built block of 42 flats. The landlord is owned by tenants who have collectively enfranchised the block. Part I of the Schedule to the lease sets out the tenants rights, including her rights to use the common parts and gardens of the block, which, at paragraph 11 of Part I of the Schedule, include the right, in common with all others entitled to do so, from time to time to park a domestic private motor vehicle in any free parking space in the common parts.
3. In a statement which the landlord confirms to have been served upon the tenant (see an email to the tribunal dated 5 April 2007), Mr David Evans, a director of the landlord, says that in August 2006 the tenant parked a caravan attached to a large motor car in the grounds of the block without notice to the landlord or to its managing agents. He says that the managing agents wrote to the tenant on several occasions asking her to remove the caravan and informing her that parking it was a breach of the lease. He says that in one letter to the managing agents she said that she was waiting for a space in a caravan park and that the caravan would be removed shortly. However, he says, she has not done so. He says that in his capacity as a director of the landlord he has contacted the tenant by telephone and email and that she has told him that that the caravan would be removed shortly.
4. However, Mr Evans says, the caravan remains parked in the grounds and does not appear to have been moved since August. It is, he says, parked across the middle of a parking area, restricting the use of the parking area by other occupiers.
5. It appears that the tenant does not at present live in her flat. However, we are satisfied from Mr Evans's evidence that she has been served with the application and

the tribunal's pre-trial directions were sent to her at the address given by Mr Evans. She has not responded to the application and has filed no evidence.

6. In the circumstances we are satisfied that the tenant's lease gives her the right to park only one motor vehicle and that a caravan is not a motor vehicle or, if it is, she is in breach of a covenant or condition in her lease which permits her to park only one such vehicle. We therefore determine that a breach of a covenant or condition in the tenant's lease has occurred.

CHAIRMAN.....

DATE..... 25 June 2007