

SOUTHERN RENT ASSESSMENT PANEL  
LEASEHOLD VALUATION TRIBUNAL

CHI/24UC/LBC/2010/0005

Decision of the Leasehold Valuation Tribunal on application made under Section 168 of the  
Commonhold and Leasehold Reform Act 2002

Applicant:	Chalet Hill Residents Limited
Respondent:	Mr A J Lowe
Re:	<b>26 Chalet Court, Chalet Hill, Ashmead, Bordon Hants</b>
Date of Application	2 February, 2010
Date of Inspection	None
Date of Hearing	24 May, 2010
Venue	Forest Community Centre, Pine Hill Road, Bordon
Appearances for Applicant	Ms C Parnell, & Mr R Leslie, Tyser Greenwood Estate Management
Appearances for Respondent	The Respondent did not attend and was not represented
Also attending	Mr W Dunt & Ms Kathy Dent

Members of the Leasehold Valuation Tribunal

M J Greenleaves	Lawyer Chairman
D Lintott FRICS	Valuer Member
Mrs M Phillips	Lay Member

Date of Tribunal's Decision: 29 May 2010

**Decision**

1. The Tribunal determined for the purposes of Section 168 of the Commonhold and Leasehold Reform Act 2002 (the Act) that a breach of covenant has occurred on the part of Mr A J Lowe (the Respondent), in respect of the flat known as 26 Chalet Court, Chalet Hill, Ashmead, Bordon Hants ("the premises") .
2. The covenant in respect of which the Applicant alleged there has been breach is contained in a Lease ("the lease") dated 18 July, 1989 made between Fleet Homes Limited (1) and Brian Malcolm Chapple (2) being a lease of the premises for a term of 99 years from 24th December 1993, namely:

- a. Clause 2 of the lease whereby the lessee covenants with the Lessors and with the owners and lessees of the other flats comprised in the estate that the lessee and the persons deriving title under him will at all times hereafter observe the restrictions set forth in the First Schedule.
  - b. Paragraph 8 of the First Schedule ("the paragraph") states "Not without the consent of the Company in writing to keep any animal bird or other pet in the flat if any objection thereto is communicated in writing to the Lessors by the owner or occupier of any flat in the Building which the Flat forms part".
3. The Respondent is in breach in that on 5 November, 2009 a Lessee of a flat in Chalet Court wrote to the landlord expressing her objection to the dog being kept by the Respondent and the landlord has not consented in writing to his doing so in the flat.

### Reasons

#### Preliminary

4. This was an application by the Applicant under Section 168 of the Act for determination that the Respondent was and is in breach of covenant of the lease in respect of the premises. The lease of the premises was at all material times assigned to the Respondent.
5. The Company is the residents' company.

#### Inspection

6. On 26 October 2009, the Tribunal, as presently constituted and in connection with an earlier application concerning the same issue, inspected the premises and the exterior of the block known as Chalet Court, Ms Fletcher having given the Tribunal access to the Flat. The Flat is on the 2nd Floor and for the purposes of this application the Tribunal, on that date, noted only that there was within it a dog basket and dog feeding bowls.
7. The Tribunal did not consider it necessary to re-inspect the premises for the purposes of the present application.

#### Hearing

8. Prior to the hearing the Tribunal had received written submissions and evidence from the Applicant and the Respondent.
9. Ms Parnell, for the Applicant,
  - a. produced a copy of a letter dated 5 November, 2009 written by Ms Kathryn Dent to the Lessors: Freehold Managers Plc, in which, amongst other things, she said "I am writing to you (the Lessors) to express my objection to the dog being kept by the lessee of flat 26 chalet court. But this man (Mr Lowe) allows his dog to foul the communal gardens and thus presents a health risk to myself and other residents at the property. I strongly object to this irresponsible and anti-social behaviour".

- b. Informed the Tribunal that the Applicant had not subsequently given written consent to the Respondent keeping a pet in his flat so he was therefore in breach of covenant.
- 10. The Respondent submitted a written and signed statement dated 28 March, 2010 in which he states " I do have a dog in the flat and have had the same since July 2008. I have the dog in accordance with my lease."
- 11. The Respondent also makes a number of other points in his statement none of which detract from the written objection made by Ms Dent in her letter or from his own statement that he has a dog in the flat.

**Consideration**

- 12. We have considered the evidence and submissions presented to us in writing and at the hearing.
- 13. The relevant facts are:
  - a. Mr Lowe has been keeping a dog in the flat since July 2008 in any event up to 28 March, 2010 ;
  - b. a written objection to him doing so has been made as above;
  - c. no written consent has been given by the Applicant to the Respondent keeping the dog or indeed any animal bird or other pet since the date of the written objection.
- 14. We accordingly found that there was a breach of covenant referred to in the decision.

[Signed] M J Greenleaves

Chairman  
A member of the Southern  
Leasehold Valuation Tribunal  
appointed by the Lord Chancellor