



LONDON RENT ASSESSMENT PANEL

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

Case Reference:	LON/00AH/LBC/2012/0087
Premises:	123 Sorrel Bank, Linton Glade, Croydon CR0 9LY
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Applicant(s):	Lakeside Developments Limited
Representative:	David Glass
Respondent(s):	Piotr Zygmunt Hobot & Kate Clarke
Representative:	N/A
Date of hearing (paper)	4 September 2012
Appearance for Applicant(s):	N/A
Appearance for Respondent(s):	N/A
Leasehold Valuation Tribunal:	Ms LM Tagliavini, Barrister & Attorney-at-Law (NY)
Date of decision:	4 September 2012

Decision of the Tribunal

- (1) The lessee is not in breach of the covenants of the lease contained at clauses 7(xiv) (a)& (b).

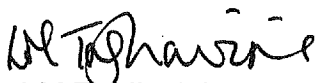
The Tribunal's reasons

1. The Applicant asserts that the Respondents are in breach of clauses 7(xiv)(a)&(b) of the lease dated 19 October 1979. These state:
 - (a) *forthwith to insure the premises and henceforth during the said term to keep them insured as provided in this sub-clause against all usual risks contained in a comprehensive policy of insurance including loss or damage by fire and aircraft and such other risks as the Lessor shall from time to time specify in writing such insurance to include the damage caused to the premises and the cost of rebuilding the same*
 - (b) *such insurance shall be effected through such agency as the Lessor may require in the Cornhill Insurance Company Limited ors such office as the Lessor shall from time to time specify in writing and shall be in the joint names of the Lessor and the Lessee,*
2. The burden of proof falls on the Applicant to establish that there is a breach of the terms of the relevant lease. In its application the Applicant relies solely on the respondents failure to insure the relevant property as provided by the lease. Consequently, directions were given on this basis by the Tribunal.
3. However, in a letter dated 6 July 2012 to the Tribunal the Applicant sought to assert that the Respondents had also failed to make payments of ground rent for three years. However, it was not clear whether the Applicant sought to amend its application to include this ground or whether this was for information only. In any event as the Applicants had not sought to amend its application and put the Respondents on notice of the amendment the Tribunal decided it was appropriate to determine only those matters included in the original application.
- 4.. In support of its case, the Applicant relied upon a letter date which was not addressed to the Respondents specifically dated 12 July 2007 but was by the Applicant said to have been sent to all the lessees at that time at Sorrel Bank. This letter gave details of the Applicant's insurance brokers as Towersgate qhbc, 45-47 High Street, Hemel Hempstead HP1 3AF. It was also said that the Respondents had initially dealt with matters properly i.e. since 2007 but in recent years have not and therefore insurance premiums for 2010/11 and 2011/12 had not been paid to the Applicant's current insurance brokers LORICA, Hemel One, Boundary Way, Hemel Hempstead, Hertfordshire HP2 7YU,

5. No further correspondence between the parties, post-dating the letter of 12 July 2007, was provided to the Tribunal. However other correspondence between the Applicant's representative Mr Glass and Ms Catling at LORICA insurance brokers was provided.

6. In the absence of any further correspondence between the parties, the Tribunal is not satisfied that the Respondents had been put on notice after July 2007, of any further alleged breach by the Applicant. Further, it was not at all clear that the Respondents had been notified of the change of office/insurance brokers. Consequently, the Tribunal was not satisfied that the Applicant had complied with the terms of the lease and had in writing notified the Respondent's of the office through which they were now required to insure in light of the change in insurance brokers and address.

7. Therefore, the Tribunal determines that the Applicant has failed to show that on the balance of probabilities, a breach of the terms of the lease, has occurred and therefore dismisses the application.



Chairman: LM Tagliavini

Dated: 4 September 2012