



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **LON/00AY/LBC/2014/0027**

Property : **Flat 1, 63 Thornton Avenue,
London SW2 4BD**

Applicant : **Primeview Developments Ltd**

Representative : **Anthony Tse solicitors**

Respondent : **Eastbank Studios Ltd**

Type of Application : **Breach of covenant**

Tribunal Members : **Judge Nicol**

Date of Decision : **27th June 2014**

DECISION

1. The Applicant is the freeholder and the Respondent is the lessee of the subject property. The lease includes the following clause:-
 2. THE Tenant HEREBY COVENANTS with the Landlord as follows:
 - (p) Not to make any structural alterations or additions to the Property or the internal layout of the Property without first having obtained the Landlord's prior written consent
2. This decision may be brief. The Applicant alleges and the Respondent admits that the Respondent is in breach of clause 2(p) by having carried out some structural alterations to the ground floor flat in 2007-8 without the Applicant's permission as set out in paragraph 8 of the witness statement of Rajesh Tankaria. The Respondent intends to claim

that the breach has been waived but correctly concedes that any question of waiver is not within the Tribunal's jurisdiction.

3. Therefore, the Tribunal determines that the Respondent is in breach of covenant.
4. The Applicant also complained about the removal of a fence and use of the front garden as a parking space but stated in paragraph 8 of their Reply that they are no longer pursuing that issue and the Tribunal makes no further comment.

Name: NK Nicol

Date: 27th June 2014