



Residential  
Property  
TRIBUNAL SERVICE

**LONDON RENT ASSESSMENT PANEL  
LEASEHOLD VALUATION TRIBUNAL**

**Case Reference:** LON/OOAZ/LBC/2008/0082

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

**Applicant:** Mr S L Pariser  
**Represented by::** Circle Residential Management Ltd.  
**Respondent:** Mr S Percival  
**Property:** Upper Maisonette, 3 Pegley Gardens, Grove Park,  
London SE12 OPY  
**Date of Application:** 11 December 2008  
**Date of receipt of Application by Tribunal:** 15 December 2008

---

**Leasehold Valuation Tribunal:** Mrs J S L Goulden JP

**Date of Tribunal's Decision:** 6 April 2009

---

**Preliminary**

- A. The Tribunal has received an application under Section 168(4) of the Commonhold and Leasehold Reform Act 2002 ("the Act") for a determination that there has been a breach of covenant of the Respondent's lease of Upper Maisonette, 3 Pegley Gardens, Grove Park, London SE12 OPY ("the property"),

- B. The Respondent holds the property under a lease dated 30 January 1964 ("the lease") and made between Andrew Black & Son Ltd. (1) and John Anthony Mead and Brenda Rosa Mead (2) for a term of 999 years from 24 June 1961 at the rent and subject to the terms and conditions therein contained. A copy of the lease is in the case file.
- C. The Applicant alleges that there has been a breach of Clause 2(12) of the lease in that the Respondent has failed to serve a Notice of Charge within the time period specified in the lease under that clause.
- D. In view of the nature of the dispute, an oral Pre Trial Review was not considered necessary. Directions of the Tribunal were issued on 19 December 2008 listing the case for a paper determination. In view of the lack of evidence supplied, Further Directions of the Tribunal were issued on 18 February 2009

**Decision of the Tribunal**

1. As clearly stated in the Tribunal's Directions dated 19 December 2008, the burden of proof rests with the Applicant and for his case to succeed, the Tribunal will need to be satisfied that :

- i. the lease does include the covenants/conditions relied on and
- ii. that the alleged facts constitute a breach or breaches

2.No evidence has been produced by or on behalf of the Applicant. This is deprecated. The Tribunal is also concerned as to proportionality in respect of the lodging of the application since it appears that the lease clause relied on refers to the registration fee as being "two guineas" – a sum considered de minimis.

3. The Applicant's case has not been made out. The Tribunal is not satisfied that there has been a breach of a covenant or condition in the lease.

Signed..........

Date.....6 April 2009.....