

COMMON LEASEHOLDER DISPUTES

All titles normally without exception contain at least one clause requiring owners to be considerate of others and not to cause a nuisance. In some cases title specifically addresses the common problems below and prohibits certain elements. In the absence of prohibition any action for nuisance is difficult to prove and involves you keeping a detailed diary over many months and legal action to obtain an injunction. This is costly, time-consuming and has no guarantee of success. A breach of lease term potentially could also result in an action for forfeiture however the court would only allow such an action in the case of a very serious breach none of which normally fall into categories below:

Noise- Owner's and their tenants in particular should have consideration for others at all times. In particular the playing of music late into the night and general disturbance from partygoers and late night visitors are a common problem.

Soundproofing - In flats, floors should normally have quality underlay and carpeting. Laminate floors are a particular problem with noise but specialist systems are available. Some leases now prohibit such flooring.

Unruly tenants – A tenant is the client of the landlord not the management structure and it is for the flat owner/Landlord to discipline his tenant and to give notice to evict to remove a nuisance.

Pets - If permitted under the title, owners are responsible for their behavior and damage. Please do not use common areas and gardens to exercise animals in fairness to those owners who are not pet lovers.

Damage/obstruction to common parts - Common sense requires that the common areas are kept clear for health and safety and fire exit reasons and any accidental damage made good by the party responsible. Any issues that constitute a risk of injury to anyone in the building should be promptly reported to the managing agents.

Holiday lets - If allowed under the title; the flat owner is responsible to ensure his holiday makers do comply in full with the covenants. This is particularly important as members of the public on holiday often have little consideration for others, knowing that they are only in the property for a short time.

Long Term lets - These are normally over 6 months and are called Shorthold tenancies and unless the title prohibits letting completely, a property owner can let long term (without creating a commercial let with a requirement to pay rates rather than Council Tax). The landlord is again fully responsible to ensure that his tenants comply with covenants.

Consulting the Local Authority

In cases of nuisance, many owners have had success by consulting the local authority who have powers to deal with nuisance and anti-social behavior. We would encourage any owner to consult with the relevant authority in such cases.

DISPUTE RESOLUTION

In the first instance, if practical and safe to do so please bring your concerns to the attention of the party causing concerns and keep a diary. If that is unsuccessful please write in with full details of the complaint and we can then refer the matter to the owner concerned asking them to respond to the complainant. It is important that matters of principle do not obstruct communication between owners as most disputes are resolved by compromise and discussion between the parties. A legal approach should be the very last resort.