

Application No:	Consultees Name:	Received:	Comment:	Response:
2023/4434/P	Mrs Sonia Aboutboul	30/11/2023 15:13:13	APP	<p>I am the freeholder RNSA properties Ltd of 44 Rosslyn Hill, London NW31NH and I am objecting to this planning application based on the terms of the leaseholders lease as I have not been notified of any planning applications or any building works to the property which legally they should have done first see below</p> <p>Clause 1 definition of Retained Parts: "... the foundations roof exterior main walls and other load bearing walls of the Property... and the Service Media not intended for the exclusive use of the Maisonette... the timbers joists and beams of the floors and ceilings and roof of the Property... all other structural and exterior parts of the Property not included in the foregoing".</p> <ul style="list-style-type: none"> • Clause 8 of the Fourth Schedule: "Not without the previous written approval of the Landlord or its surveyor such approval not to be unreasonably withheld to make any structural alteration in the Maisonette or to the external appearance thereof and to make only such structural alterations as are incorporated in the plans and specifications so approved". • Clause 9 of the Fourth Schedule: "Before carrying out any repairs or other works required or permitted to be carried out hereunder and necessitating entry to any other part of the Property to give reasonable previous notice in writing to the lessee of that part and to carry out such repairs or works with the minimum of damage and inconvenience to the lessee or occupier of such part and to make good all damage done". • Clause 1 of the Fifth Schedule: "not to do or permit or suffer to be done in the Maisonette or in the Retained Parts anything which may cause damage or inconvenience to be or become a nuisance or annoyance to the Landlord or to the lessee or occupier of any other part of the Property or to any person lawfully using the Retained Parts or to the neighbourhood generally" • Clause 5 of the Fifth Schedule: "Not to do or permit or suffer to be done anything likely or calculated to render any insurance for the time being effected on or on the contents of the Property or any part thereof void or voidable or to cause the rate or premium on any such insurance to be increased". • Clause 7 of the Fifth Schedule: "Subject (except in the case of emergency) to reasonable previous notice (being at least three days notice) to permit the respective agents of the Landlord and the lessees of other parts of the Property to enter the Maisonette so far as may be necessary and reasonable for the due discharge of its or their respective obligations hereunder". • Clause 6: "IF the Tenant shall fail or neglect to perform any of the covenants on the tenant's part herein contained then and in any such case it shall be lawful for the Landlord or any person authorised by the Landlord in that behalf to re-enter the Demised Premises or any part thereof in the name of the whole and thereupon the term hereby created shall cease and determine but without prejudice to any rights of action or remedy of the Landlord or the Tenant in respect of any antecedent breach or any of the said covenants"