

**From:** PlanningAppeals  
**Sent:** 04 December 2023 09:33  
**To:** Alberto Aponte  
**Cc:** Planning; Alex Kresovic  
**Subject:** a planning objection to 2023/4434/P RE: Re 12a Rosslyn Mews London NW3  
**Attachments:** word version of email Re 12a Rosslyn Mews.docx

**Subject:** Re 12a Rosslyn Mews London NW3

I am writing to appeal against the planning application for the above property based on the letter I've copied below my solicitors have sent to the leaseholder who Have breached the terms of their lease and have not consulted me about any alterations to the property Please read below the terms of their lease that have not been adhered to therefore I am objecting to this planning application

Kind regards  
Mrs Sonia Aboutboul  
RNSA properties Ltd

Dear Mr and Mrs Ukpaka,

**Our Client:RNSA Properties Ltd**  
**Property:Ground floor rear, first, second and third floor flat being**  
**12 Rosslyn Mews, London NW3 1NN**

We have been instructed by RNSA Properties Ltd, the freeholder of the building located at 44 Rosslyn Hill, LondonNW3 1NH and your landlord under a lease for the Propertydated 9 August 2010 ("the Lease").

Our client has instructed us in relation to unauthorised alterations you are carrying out at your leasehold Property.

Your Lease contains the following clauses which you are subject to:

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 notincluded in the foregoing".

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"

In breach of the aforementioned Lease clauses we are instructed that you have commenced major structural alteration works to your Property without seeking the prior consent of our client and these works are causing a considerable nuisance to the Landlord and the other tenant in the building in which the Property is located (namely to the ground floor shop). We are instructed that the works have already caused damage to the ground floor shop by way of leaks and a collapsed ceiling.

Under the terms of your lease our client is entitled to forfeit your lease as a result of your breaches and they hereby reserve their right to this.

In the immediate, our client requires an immediate stop to all works and access to the Property to see what works are being undertaken, together with a detailed schedule of works and structural engineer's report for review.

Please provide the required information within 7 days from the date of this letter for assessment in order to avoid escalating this dispute. Please be advised that our client shall issue injunctive action against you should you fail to comply with the obligations in your lease as detailed in this letter.

Yours sincerely,

**NWL Solicitors**

Sent from my iPhone