



**BRAYBANK ESTATES LIMITED**

Guidance for Residents  
and  
Landlord's Regulations

## **Introduction**

Braybank is a compact community which has lived more or less in harmony for many years. This is because residents in general show reasonable consideration for the feelings and well-being of their neighbours, and generally comply with the terms of the Lease by which we are all bound, but also protected.

The Lease sets out certain requirements in the interests of 'quiet enjoyment'; in addition, Clause 10 states:

*"THE Lessor may at any time or times during the term hereby granted in the interests of good estate management impose such regulations regarding the Buildings and Curtilage as it may in its absolute discretion think fit ----- and the Lessor shall have power in its absolute discretion to waive revoke amend or add to such regulations set out in the Fourth Schedule hereto or any additions thereto or substituted therefor."*

Some 'regulations' have been 'unwritten', and others have been published from time to time under a covering letter from the Managing Agents, for example about alterations to houses and apartments and car parking.

This document is intended to present all guidance and Landlord's Regulations, up-to-date, in a single document. It addresses:

1. Braybank Reference Guide
2. Alterations to properties
3. Pets
4. Car parking
5. Enjoyment of Gardens
6. Household Refuse/Recycling
7. Sub-letting
8. Electrical Appliances in Garages & Storerooms

### ***Note on Enforcement of Leases***

*For a Lease to be effective in protecting both Landlord and Tenant, it must be enforced. This means that contraventions will be drawn to the attention of the offending party, with a request to remedy the error; this will be initiated by the Managing Agents. If not remedied, and some kind of enforcement action is required, the costs of this action will be charged to the offending party – it would not be fair to other Leaseholders for these costs to be paid out of the Maintenance Rent, aka Service Charge.*

*Note also that non-payment (or non-collection) of any enforcement costs incurs its own problems. A Shareholder who is indebted to Braybank Estates Limited is not entitled to vote at meetings, nor to be a Director. The charge remains against the property, & the Lease cannot be 'assigned' (i.e. in the event of its sale) until the debt is discharged.*

## **1- Braybank Reference Guide**

Braybank comprises 62 Dwellings - 14 Town Houses and 48 Flats, 6 flats to a block, 8 blocks in total, plus a Lodge for the Groundsman/Steward.

All dwellings are Leasehold and as you will already be aware, the Freehold of Braybank is owned by Braybank Estates Limited (BEL) in which most Leaseholders hold one of the 62 shares. The Company is managed by a Board of up to seven Directors, all themselves Shareholders, who are elected at an Annual General Meeting. The Board is in place as a requirement of the Companies Act to carry out a legal and co-ordinating role on behalf of all Shareholders. The Directors at the time of publication are:

Jane Fawcett (Chairman)	Stuart Walsh
Michael Rawlings	Richard Flisher (Treasurer)
(Margit Walker – Admin)	

Future changes will be posted on the Braybank website **[www.braybank.info](http://www.braybank.info)**

The **Groundsman/Steward** is Harold Collinson who lives in the Lodge with his wife Julie. He will assist you with any general questions in relation to the grounds and will direct you to the right point of contact for any query or concerns you may have.

Groundsman Telephone 07773 896017

Outside normal working hours, he should only be contacted in cases of **real emergency**.

**Managing Agents** are appointed to ensure the smooth day-to-day running of the Estate, receiving policy guidance from the Board of Directors.

They are John Mortimer Property Management Limited (JMPPM).

Mike Mahon is the Property Manager and is our main contact. Telephones:

Braybank Contact	01344 823653
Reception	01344 823650
Maintenance	01344 823655
Out of Hours Emergency	07774 276366

### **Can I Make Changes to My House/Flat**

The short answer is "Not without permission". The subject is dealt with in the next section ***Regulations Concerning Alterations To Individual Houses And Flats.***

## **2 - REGULATIONS CONCERNING ALTERATIONS TO INDIVIDUAL HOUSES AND FLATS**

Residents are reminded that the houses and flats on Braybank are held on a leasehold tenure and therefore the occupation and use of all dwellings is strictly governed by the terms of the Lease. Whilst residents may hold shares in the company which holds the freehold interest of the Estate (Braybank Estates Limited), this does not entitle any leaseholder to assume the rights of the freeholder on an individual basis.

Under Clause 3.7 of the lease, residents are strictly prohibited from altering the internal planning of the individual house/flat and also residents are not allowed to cut maim or remove any of the party or other walls, bearing timbers or iron, steel or other supports.

Moreover, residents have no right whatsoever to carry out any alterations to parts of the building which fall outside the definition of the "demised premises" in Clause 2.1 of said lease. Therefore, residents must not carry out any works to, for example, the external face of windows and entrance doors, external walls and communal entrance halls, staircases and landings.

Notwithstanding these provisions, Braybank Estates Limited is prepared to consider applications from residents for the installation of minor alterations such as kitchen/bathroom refurbishment, central heating installations and the positioning of external flues. The application must be supported by sufficient detail, and Braybank Estates Limited reserves the right to approve or forbid the work. No work may be carried out without the written approval of the Managing Agents.

Under Clause 3.15 of the Lease, the resident is to pay all reasonable costs and expenses incurred by Braybank Estates Limited (including legal and surveyors' costs and fees) in granting any such consent.

Legal action may be taken in the event of any contravention of the Lease terms.

All enquiries regarding alterations should be directed through the Managing Agents, John Mortimer Property Management (telephone 01344 823655).

Due consideration must be given to your neighbours when instructing contractors. If there is likely to be considerable disruption or prolonged periods of noise, every effort should be made to give neighbours advance notice of the works. Contractors must be instructed that working hours are to be strictly restricted as follows:

No work may begin before 9 am and all work on site, including cleaning up of communal areas, is to be completed by 6 pm.

Building work must cease on Saturday at 12 midday, with an absolute prohibition on Sunday or Bank Holiday working.

No work may actually be performed within communal areas, and this includes external areas.

### **3 - PETS**

Clause 8 of the Leases states *"No live animal reptile or bird shall be kept in the Said Premises without the consent in writing of the Lessor which consent may be revoked by the Lessor at any time if the animal reptile or bird becomes a nuisance or annoyance to the occupiers of any other flat or house within the Curtilage or if any conditions attached to such consent are not fully complied with"*

Consent will not be unreasonably withheld in the case of cats. They may roam free provided they cause no damage to plants, etc, but a litter tray is to be preferred. In the event of serious complaints, consent will be withdrawn.

Consent will not be granted for dogs to be kept permanently at Braybank. (Whilst the occasional dog may be a delight, if one were permitted, no other could be denied, & that could result in unacceptable numbers.)

There is currently no objection in principle to a dog being brought on occasional short visits, subject to certain conditions:

1. When out in the grounds, it must be escorted by a responsible person, and on a lead.
2. All faeces must be picked up and disposed of in a plastic bag in the general waste bin.

In the event of serious complaints, and/or visits that are too frequent or too long, consent will be withdrawn.

All decisions about pets are at the discretion of the Landlord – Braybank Estates Limited, and are final.

#### **4 - CAR PARKING (East Side)**

Parking problems can be caused by Residents:

- not putting a car in the garage (stipulated in the Lease!)
- parking more than one car in the road
- failing to require visitors to use the visitors parking area
- failing to park reasonably close to nearby cars
- solving their own problem at the expense of residents in another block.

If all cars are parked a reasonable distance apart, it has been known for 21 cars to park on the East side. Unfortunately, marking out defined spaces limits the capacity to 16 cars, and this idea has been dropped.

It is most important in the road to park 2-3 feet (60-90cm) onto the footpath. Cars parked in the kerb make it difficult for garage users to turn into their garage. Also when another vehicle is parked outside the garages (see below) there has on occasions been insufficient room for a large emergency vehicle to get through. Needless to say, you should occupy only a reasonable amount of space, i.e. not 10 feet from the nearest car, or in the middle of space sufficient for 2 cars.

The space between the Wellingtonia/Sequoia trees North of garage No 47 is available for short term parking, subject to the need for the Electricity Board to have access when required.

At busy times (e.g., evenings & weekends) visitors must park in visitors spaces unless the driver is disabled & displays the appropriate badge.

The tarmac in front of garages which are not used for car parking is potentially available for parking a car. Clearly, on this East side, there must be two such garages adjacent to one-another to constitute a 'parking space'. There are other important criteria:

1. Sufficient space must be left for the garage door to be opened
2. The driver of the vehicle must remain contactable and available to move the vehicle at short notice if requested by the owner of the garage, or by the Groundsman, because of some obstruction (i.e., not just because the garage owner objects in principle!)
3. There must be due consideration of the need for adjacent garage users to turn into their garages.

If you still can't find a space outside your own block, park in a visitors space, or in the circle.

Finally, when going on holiday, leave cars in your garage, in the circle, or in a visitor space. (And don't invite your friends to leave their car at Braybank when they go on holiday with (or even without!) you.)

The Landlord has drafted a scheme of parking permits, with penalty notices to be issued by a specialist agency, but this will only be implemented if the above guidance is persistently ignored.

## **5 – Enjoyment of Gardens**

The gardens of Braybank are beautiful, for the quiet enjoyment of all, and it costs a lot of money to maintain them. Bearing in mind that a high proportion of residents are not so young, this enjoyment can easily be marred by inappropriate activities, or behaviour. These areas are not to be treated as a playground.

**Ball Games.** Few people would object to a toddler playing with a ball (with a grown-up), but games such as football, cricket & rounders are definitely prohibited.

**Barbeques** may only be lit in the barbeque area at the Eastern (downstream) end of the Hard. Anywhere else is liable to send smoke into someone's home, if only when the wind changes! Barbeques should not be lit on balconies, as this is dangerous.

**Bicycles, scooters, rollerblades, etc.** must remain on paths – they can harm the lawns, especially when moist.

**Frisbees** need to be used with care – they could easily strike a window or someone on a balcony.

**Trees.** It is strictly forbidden to climb the trees, or damage them in any way. Some of them have a Tree Preservation Order, and the consequences of damage to them can be very serious.

Again, all this simply means that the gardens are there for your enjoyment, but don't mar the enjoyment of others.

## **6 – Household Refuse/Recycling**

It is important to dispose of recyclable materials separately from other household rubbish. Apart from environmental considerations, the household bins fill very quickly, and the local authority has threatened to decline to empty these bins if they contain large quantities of recyclable material. Plastic bags and polystyrene are not recyclable.

'Wheelie bins' have been installed in a number of areas for the benefit of less able residents. They must be left for the sole use of those unable to manage the large bins.

## **7 – Sub-letting**

Clause 3.8 of the Lease prohibits 'underletting' of less than the whole of a property, i.e., if you (the Tenant) sub-let a house or flat you must include the garage, and (in the case of a flat) the store-room.

Prior to sub-letting, an Agreement must be executed between the Leaseholder/Tenant and Braybank Estates Limited (BEL) wherein the Tenant accepts responsibility for ensuring that the sub-tenant complies with all the relevant terms of the Lease, and with the Landlord's Regulations. The Agreement is set up by the Managing Agents for a nominal charge.

Because of the parking problems encountered in certain areas of Braybank (see section 4) BEL requires the sub-lease to include an undertaking not to keep more than two cars on Braybank premises, one car being kept in the garage.

The sub-tenant should be given a copy of this Guide, obtainable from the Managing Agents.

## **8 – Electrical Appliances in Garages & Storerooms**

All garages & storerooms belonging to apartments in Braybank are provided with electrical power sockets, and of course electric light. They are protected in groups by communal fuses, and consumption is paid for out of the Service Charge – i.e., by all Leaseholders.

The purpose of the sockets is clearly to permit modest use for power tools, battery chargers and the like. The installation of refrigerators and/or freezers, washing machines, tumble dryers, heaters, etc., is equally clearly an imposition on other Leaseholders, and cannot be ignored.

Where consumption in a group seems excessive (or in response to complaints from other Leaseholders), the Landlord may exercise his power under clause 3.12 to enter premises in order to check their condition. If appliances are discovered which in the Landlord's opinion are unreasonable, then steps may be taken, for example, to disconnect the supply to that garage or storeroom altogether, or to levy a charge based upon estimated consumption for such an appliance.

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