

From: [Ashley Dowsett](#)
To: [Wendy Walker](#)
Subject: 27 Heathfield Gardens
Attachments: [image001.png](#)
[image002.png](#)

Wendy,

Thank you for your email. My response is in purple.

Regards

Ashley

From: Wendy Walker
Sent: Thursday, July 27, 2023 1:48 PM
To: Ashley Dowsett
Cc: Thomas Williams, [Isabel Quigley](#)
Subject: 27 Heathfield Gardens

This Message Is From an External Sender

This message came from outside your organization.

Hi Ashley

Your email has been escalated to me and I have provided a response in green below your red text.

I trust this is of assistance.

Kind regards

Wendy

From: Ashley Dowsett
Sent: Saturday, July 22, 2023 6:16 AM
To: Thomas Williams
Cc: Isabel Quigley **Subject:** RE: 27 Heathfield Gardens

EXTERNAL

Thomas

Thank you for your email.

I have replied in red.

Ashley Dowsett
Head of Security Investigations and Safeguarding
Security Department
MSC Cruise Management (UK) Limited
5 Roundwood Avenue
Stockley Park

Uxbridge
UB11 1AF
Office Tel:
Email:

From: Thomas Williams **Sent:** Friday, July 21, 2023 4:35 PM

To: Ashley Dowsett

Cc: Isabel Quigley

Subject: RE: 27 Heathfield Gardens

This Message Is From an External Sender

This message came from outside your organization.

Hi Ashley

Thank you for your email. I have collated your queries and provided responses in blue for ease of reference:

- 1) As can be seen I have erected a shed at the gable end and decking underneath the front window. Which contravenes the lease as you have quite correctly pointed out.
[Agreed.](#)
- 2) As ignorance is no defence – I do wish to put forward mitigating circumstances to allow both the shed and decking to stay.

Firstly, I must apologise for not requesting permission in the first place. Had I done so we might not be in this position.

[Permission would not be granted because the land is owned by Heathfield \(Buxton\) Management Limited.](#)

[As permission has been given in the past for the patio to houses 25, 26 and 27 on land owned by Heathfield \(Buxton\) Management such permission could have been given as this is considered a reasonable request.](#)

[We are unaware of any permissions previously granted for use of land owned by Heathfield \(Buxton\) Management Limited. Please kindly provide me with a copy of your permission for a patio so I may review and discuss with directors. Can I suggest you speak with the Director of Heathfield \(Buxton\) Management – Gary McVlvenny as he owns 26. 26 has an identical patio, and the owner of 25. The patio was not built by the developer. Patios of 25 and 26 were already laid prior to my purchase.](#)

- 3) After reading the title deeds – it does say that such a shed can be erected with the relevant permission.
[If you owned land and a shed was to be erected within your demised area, this process is correct. However, as you are aware, no property has their own retained area of garden at this development. Thank you for confirming.](#) The lease of 18 Park Road says such a construction can be granted. “Such approval shall not be **unreasonably** withheld and shall only be withheld on the ground that the building proposed to be erected would seriously disfigure the neighbourhood by reason of the height of the building or its design or the materials proposed to be used in its construction.” The lease of 18 Park Road outlines the Pink area – none flats/houses have any land outside of the building footprint.
- 4) I am now seeking retrospective permission on the grounds that neither the shed or the decking detrimentally impacts on any resident or contractor. Neither looks out of place or detracts from the overall aesthetic of Heathfield Gardens as a whole.

I am sure you appreciate that if permission is provided to one owner to utilise an area owned by Heathfield (Buxton) Management Limited, this would set a precedent to other owners and your request is therefore denied.

This would not set a precedent as each case would be examined individually.

This is incorrect and relates to a term called 'stare decisis' which is the legal principle of determining points in litigation according to precedent. Thank you for confirming "stare decisis". Buxton (Heathfield) Management has granted permission for the patios of 25, 26 and 27 thereby setting a precedent that permission **can** be granted on land outside the demised area.

5) Mitigation is as follows:

In relation to land adjacent to the gable end – I thought (wrongly) I owned this land because it had never been made into any paved walkway and never been maintained.

It is my understanding that my colleague, Wendy Walker, has previously explained your demised area of ownership to you in detail when you requested consent to build a conservatory.

This is incorrect as the area was where the patio is.

I refer you to my email (attached) dated 20 October 2022 which provided confirmation of your demised area of ownership and did not include any patio area. You misunderstand – I know the area is it not in my demised area – that's why I asked.

- 6) As can be seen in the image before it was paved, at one end is a large tree stump with protruding sharp stone coming from the boundary wall. Further along there are protruding rocks, mud and a sucken rusty drainpipe. Because of this I assumed this was my responsibility because it would have been paved, and or maintained.

This is an incorrect assumption.

Please advise why it has never been maintained in the 17 years 8 months I have owned 27.

Please kindly provide photographs to evidence the area was not maintained so I may review this allegation further. You already have it. But I have attached. You can see this has never been maintained – it should have been paved – as I have done now.

- 7) By paving the area, I have created a positive outlook. Access to the communal TV area is much safer. The issue is not whether the paving, decking nor shed are aesthetically pleasing. You have utilised land which does not belong to you.

I believe this is incorrect. See point 6.

As we have confirmed, you are utilising land which does not belong to you. This is a breach of lease and land trespass and must be remedied. To be determined.

- 8) In relation to the shed – this cannot be seen from any part of development unless you are standing in front of it or the pathway leading to the garages. The shed does not impact on any of the residents. It is completely hidden. I am sure many residents do not even know it's there.

I assure you many residents are aware and have raised this with us. The issue is not whether it may be seen. You have built a structure which is in breach of the lease.

I have canvassed the residents. None have raised any adverse comments.

I am aware and have been passed copies of your communication by residents who objected to being included in your dispute. The letter was misleading and you were asking residents to agree to a breach of lease and land trespass without providing any context. This is incorrect I have had many responses supporting. I have not had one adverse response. The questionnaire never asked any resident to agree to any breach, only if they needed access, whether they can see the shed, and whether the decking looks out of place.

- 9) I note in your letter that the shed prevents access. I am unsure who requires access?. However, the shed does have a door at each end. I am quite prepared to give a key to anyone that requires legitimate access.

This is a minor point in relation to access. The main concern is trespass to land and breach of lease. Access was a major point in your original letter. Who needs access?
The letter stated, "Not only have you trespassed by building outside of your demised area, but you have also prevented access around the building." which is correct. Also is an adverb and therefore qualifies the second point in the sentence as less important. Your statement is therefore incorrect. Please state who needs access. The shed does not prevent access as it has doors at either end.

- 10) In relation to the decking. This has greatly improved the area beneath the lounge window. Many of the residents have complemented me turning it into aesthetically pleasant outlook, from an area where the drains were protruding from the ground set in concrete surrounded by other rocks and lumps of concrete.

Please refer to my response to point 7.

As you have pointed out in your original letter access is needed. Prior to the decking there was no access apart from walking over the garden. Heathfield (Buxton) Management have not provided safe access to the side, front window, side window and the electricity. The decking now provides safe access for anyone.

As we have confirmed, you are utilising land which does not belong to you. This is a breach of lease and land trespass and must be remedied. You have not answered the question – Heathfield (Buxton) Management have not provided safe access to the side, windows or electric box. Had they done so I would not have built the access.

- 11) I thought this area was owned by me (wrongly) because this area has never been maintained by the landscape gardeners that are provided as part of the maintenance fees. Plus, any site inspection by Premier Estates would have discovered the sewage pipes above ground and would have recognised that the pipes constituted a breach of building regulations.

There is no breach of building regulations which recommend, to carry the flow and to avoid blockages, the drain or sewer generally needs to be at least 0.8m lower than the ground floor level.

This is in correct. Why hasn't Heathfield (Buxton) Management maintained this area for the 17 years 8 months I have owned 27.

It is correct that there is no breach of building regulations and there have been no requirements to repair the pipework Why hasn't Heathfield (Buxton) Management maintained this area for the 17 years 8 months I have owned 27. Site visits will confirm that this area has protruding and exposed drainage set in lumps of concrete surrounded by weeds and other rocks.

- 12) I sort advice from a builder – who confirmed the pipes are a breach of building regulations and should be underground. The cost to rectify this would have been several thousand pounds because inspection work would have had to been carried out to ensure the "fall" of the pipes were correct – several metres from the house. Even having to dig up part of the driveway.

I disagree with the advice provided and refer you to my response to point 11 above.

I disagree.

Your disagreement is noted, but we reiterate that there is no breach to building regulations. To be determined.

- 13) The decking now covers this unsightly mess. Access can now be gained to clean the windows and electricity metre without standing in mass of weeds, soil and concrete.

This is irrelevant and I would refer you to my previous responses.

It is relevant as I have a right to safe access.

Please kindly provide communications whereby you have highlighted your apparent concerns regarding safe access so I may review this further. This is irrelevant as Buxton (Management) have never provided access to side of the house, the windows and electric box. Site visits by Premier Estates will confirm this.

- 14) Access can now be gained to the side of the house should there be any need to maintain the

communal ariel. No longer does anyone have to walk over mud and between bushes. There was no pathway giving access.

Refer to point 13.

As point 13. As point 13.

- 15) In conclusion – I would like to apologise unreservedly for not seeking the necessary permission. However, because neither the shed or the decking impinges on anyone I am seeking co operation to keep both as considerable expense has been spent to actually improve the overall look.

I appreciate you have expended money to complete the work. However, I reiterate that you have committed trespass to land and a breach of the lease.

To be determined.

You do not own the land you have utilised, and this must be remedied. Please be advised that should you fail to remedy the breach we will instruct legal enforcement. Please provide how this is to be funded, and whether written permission is needed from each of the owners to utilise their monthly fees. As per the patios Heathfield (Buxton) Management can grant permission on land outside the demised area.

- 16) I am seeking the same permission that must have been given to lay the patios to the rear of 25, 26 and 27. Plus the pathway and steps leading to the garages.

I cannot comment on matters that may previously have been arranged as most of the concerns you have expressed relate to communal pathways. Please provide further information pertaining to an alleged breach of lease and I will investigate further.

I wouldn't be so petty. "stare decisis"

Whilst I am aware you are seeking support from owners of properties at Heathfield Gardens, as per the attached communication, there remain a breach of lease. Please therefore kindly confirm when you intend to remedy the breach and the date the shed and decking will be removed from the side of your property.

I am not able to provide this.

Please be advised that we are providing you with 30 days' notice to remedy the breach (by 26 August 2023). If this is not completed, the matter will be passed to solicitors. Noted. Please canvass all the owners whether they are willing to fund this and provide me with the results. Obviously I don't.

Many thanks

Thomas Williams

Estates Manager



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- View and make payments
- View development specific information
- Communicate with us regarding any aspect of the management of your property
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Accounts:
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From: Ashley Dowsett
Sent: Thursday, July 20, 2023 11:56 AM
To: Isabel Quigley
Subject: 27 Heathfield Gardens

EXTERNAL

Dear Isabel,

I am emailing in relation to the recent letter and site visit to Heathfield Gardens.

As can be seen I have erected a shed at the gable end and decking underneath the front window. Which contravenes the lease as you have quite correctly pointed out.

As ignorance is no defence – I do wish to put forward mitigating circumstances to allow both the shed and decking to stay.

Firstly, I must apologise for not requesting permission in the first place. Had I done so we might not be in this position.

After reading the title deeds – it does say that such a shed can be erected with the relevant permission.

I am now seeking retrospective permission on the grounds that neither the shed or the decking detrimentally impacts on any resident or contractor. Neither looks out of place or detracts from the overall aesthetic of Heathfield Gardens as a whole.

Mitigation is as follows:

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As can be seen in the image before it was paved, at one end is a large tree stump with protruding sharp stone coming from the boundary wall. Further along there are protruding rocks, mud and a sucken rusty drainpipe. Because of this I assumed this was my responsibility because it would have been paved, and or

maintained.

By paving the area, I have created a positive outlook. Access to the communal TV area is much safer.

In relation to the shed – this cannot be seen from any part of development unless you are standing in front of it or the pathway leading to the garages. The shed does not impact on any of the residents. It is completely hidden. I am sure many residents do not even know it's there.

I note in your letter that the shed prevents access. I am unsure who requires access?. However, the shed does have a door at each end. I am quite prepared to give a key to anyone that requires legitimate access.

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I thought this area was owned by me (wrongly) because this area has never been maintained by the landscape gardeners that are provided as part of the maintenance fees. Plus, any site inspection by Premier Estates would have discovered the sewage pipes above ground and would have recognised that the pipes constituted a breach of building regulations.

I sort advice from a builder – who confirmed the pipes are a breach of building regulations and should be underground. The cost to rectify this would have been several thousand pounds because inspection work would have had to been carried out to ensure the “fall” of the pipes were correct – several metres from the house. Even having to dig up part of the driveway.

The decking now covers this unsightly mess. Access can now be gained to clean the windows and electricity metre without standing in mass of weeds, soil and concrete.

Access can now be gained to the side of the house should there be any need to maintain the communal ariel. No longer does anyone have to walk over mud and between bushes. There was no pathway giving access.

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I am seeking the same permission that must have been given to lay the patios to the rear of 25, 26 and 27. Plus the pathway and steps leading to the garages.

Regards

Ashley and Tracey Dowsett

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