

Arguments regarding use of Common-Parts make for bad neighbours. Johnny James from ARMAC's tells of how he discovered the issues and suggests how to resolve them

Johnny James – ARMAC 23rd July 2011

Our harmonious living environment was destroyed. The cause of the problem? My son's pushchair.

Like many Londoners, I live in a converted Victorian house, with one flat on the top floor, one on the middle floor another on the raised ground floor with a common entrance hall (there is a lower ground floor as well, but it has its own entrance and a garden – lucky buggers). The hall was where I had been leaving my pushchair not wishing to carry it up stairs.

One of my neighbours took offence at my top of the range sports pushchair blocking the hall, scratching the paintwork and getting in the way. A furious row erupted, which culminated in him threatening to throw my pushchair (and possibly me – in the heat of moment) out into the street. I was convinced I had as much right to store things in the hall as my neighbour had to demand they I did not.

I was very very mistaken. Our lease clearly states I must not obstruct the common parts of the property with anything and if the common parts are damaged by whatever I bring into or out of the property, then I am must arrange for and pay for the repairs.

This is a problem shared by millions who live in flats, whether in a block of 3 or 30 or 300 flats. So, where do you put the pushchair to ensure your building is kept tidy and fire exits are not obstructed thereby avoiding antagonising your neighbours?

The first thing you need to do is get hold of a copy of your lease. Hopefully you will have a copy to hand and your solicitor will have been through it with you when you purchased your flat. However, in these days of "Conveyancy Direct" and "Conveyancy Online" I like many others had never read my lease. After a long hunt through the paperes with my morgtgage documents I finally found a copy. I read it.

At this point I should say that if you do not understand legalese go through it with your solicitor (preferably in advance of buying your flat) and work out what your liabilities are, and what it allows and doesn't allow you to do.

When you're buying a leasehold property, you're buying into an existing contract and what is already in the lease counts. You need to know what you are signing up to. You should find out who owns the freehold, what service charges there are and what is covered, whether there is a reserve fund to pay for big items of future expenditure (a new roof) and, if so, how much is in it. Get copies of the previous three years' service charge accounts find out about works planned for the future. This is where a reserve fund comes into play. I have heard of someone who moved into a block and six months later had to pay £12,000 in respect of works which he had known nothing about.

As for storing kit in the common parts, approach the issue with caution. Find out what your neighbours think; if no one objects, you might be able to get away with it. Bear in mind that you must (on pain of imprisonment) not block fire exits.

If however you are a resident who keeps catching your tights on someone else's buggy, try not to rush in with all guns blazing. Try just asking them (face to face). It is defiantly less likely to antagonise them than putting a note through the door and people find it difficult to refuse you when you make a face-to-face request.