

IN THE FIRST TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Ref:
CAM/42UG/LSC/2024/0018
CAM/42UG/LBC/2024/0005

B E T W E E N:

KELLY TAYLOR

Applicant

and

KERRY DEBENHAM

Respondent

HEADS OF AGREEMENT

1. The parties have settled the above cited applications in connection with the property known as and situate at 34 Beach Station Road, Felixstowe, Suffolk, IP11 2EY and registered at HMLR under title number SK387907 ('the Property').
2. The Respondent is the leasehold proprietor of the Property pursuant to a lease entered into by Melvyn Frank Edwards on the first part, and the Respondent on the second part, on 7 August 2018 for a period of 125 years ('the Lease').
3. The Applicant was represented by Mr M. Allin of counsel, who was instructed by Attwells Solicitors.
4. The Respondent was represented by Mr M. Thompson of counsel, who was instructed by John Fowlers Solicitors.
5. Both parties were in attendance throughout the negotiations and the hearing, and confirmed their agreement to the following heads of agreement.
6. The exterior staircase connecting the Respondent's kitchen to the rear garden of the premises is to be replaced by the Applicant following assignment of the Property. The works will be funded as follows:
 - a. The Applicant will obtain market quotes for the replacement of the exterior staircase, together with associated costs (such as planning costs and legal costs).
 - b. The works will incorporate a contingency fund not exceeding 10% of quote. ('a' and 'b' together, the Sum)
 - c. The Respondent will provide the Sum to the Applicant from the net proceeds of sale of the Property.
 - d. If the final bill upon completion of the works exceeds the Sum paid by the Respondent, then the Respondent will pay the excess to the Applicant.
 - e. If the final bill upon completion of the works is less than the Sum paid by the Respondent, then the Applicant will reimburse the surplus to the Respondent.
7. The Respondent will indemnify the Applicant against any claim arising out of or in connection with the exterior staircase until the conclusion of the replacement works.

8. The parties agree that they will retain the external rear garden as two distinct gardens, but by no later than 10am on the day of any assignment by the Respondent to a third party assignee, those two gardens will swap usage of the gardens (so that the garden currently used by the Applicant will be used by the Respondent and vice versa). This will not amount to a grant of easement.
9. The parties agree that the middle fence (currently informally dividing the exterior rear garden) shall be replaced with a six foot high fence and installed by a competent professional. The Applicant will obtain three quotes for the replacement of the fencing, and the Respondent will select one of the nominated professionals. The parties will share the costs of the professional in equal shares of 50%.
10. The Respondent will lay good quality carpet and underlay to all floors within the Property, including the interior staircase, but excluding the kitchen and bathroom, by no later than 28 days following the execution of the settlement deed.
11. The Applicant grants permission for the Respondent's two currently owned cats to remain in occupation until such time as the Respondent assigns the Lease and vacates the Property. Any other animal currently in occupation shall be removed by no later than 28 days following the execution of the settlement deed. No other animal is permitted to occupy the Property. The Respondent undertakes to inform the future assignee that no pets will be allowed under the terms of the lease, without prejudice to the future assignee's ability under the Lease to request permission for pets from the Applicant.
12. The Respondent undertakes not to engage in any anti-social behaviour within the Property and/or the curtilage of the Building (as defined at paragraph 1.1 of the Lease) and will use best endeavours to ensure that any visitor will do so also. For the purposes of this agreement, anti-social behaviour is defined as:
 - a. being abusive or aggressive to the Applicant or her husband;
 - b. swearing at the Applicant or her husband;
 - c. speaking of the Applicant or her husband in a derogatory manner;
 - d. shouting loudly to neighbours;
 - e. intentionally causing damage to the Property or the Building;
 - f. swearing and making offensive gestures at the Applicant's Ring doorbell.
13. The Respondent undertakes not to bury any further animals anywhere within the Property and/or the curtilage of the Building.
14. The Respondent will not make use of any screen within the Common Parts (as defined at paragraph 1.1 of the Lease).
15. The Respondent undertakes not to allow any noise to emanate from the Property between the hours of 11pm and 7am.
16. The Respondent will remove wooden or metal debris from the Common Parts by no later than 28 days following the execution of the settlement deed.
17. The Respondent will not obstruct the Applicant from repairing or maintaining the rear fence.

18. The Respondent will remove the shed and contents from the Common Parts forthwith or as soon as is reasonably practicable.
19. The Respondent will pay any unpaid 2023 service charges as identified within the application as follows:
 - a. The sum of £1,000 by no later than 90 days following the execution of the settlement deed;
 - b. Any remaining balance by the earliest of 12 months following the execution of the settlement deed, or assignment of the Property.
20. The Respondent will place the Property on the open market by no later than 14 days following the execution of the settlement deed.
21. It is recorded that the Tribunal directed that a copy of the executed settlement deed is to be filed with the Tribunal by no later than 4pm on 8 May 2025.

Dated this 24th day of April 2025.