

Dear Sirs,

Please find attached submissions (and further submissions below) in relation to the planning application for HARCOURT HOUSE, 17 Haringey Park N89JB.

Subject: Formal Objection to Proposed Development at Harcourt House, 17 Haringey Park N89JB

Dear Planning Officers / To Whom it may concern,

I am writing as the leaseholder of Flat 6, Harcourt House, to formally object to the proposed development works including the construction of new flats on the roof and the reconfiguration of the communal garden and frontage - I wish to object in the strongest terms.

After reviewing the planning drawings and associated documents, I wish to raise serious concerns, I believe these are in direct conflict with the terms of my lease and established leaseholder rights:

1. Exclusive Use of Communal Garden Space

The current plans show that a portion of the communal rear garden flats 1-4 —currently used and enjoyed by all residents—is to be fenced off to create bike and bin storage exclusively for the proposed new flats.

My lease grants me a right to use all communal areas in common with other leaseholders. The lease contains no provision allowing the freeholder to reallocate or enclose communal space for the exclusive benefit of new units.

This is a clear breach of my lease rights and will materially reduce my enjoyment of the garden - this is at least a serious breach of contract.

2. Proposed Bin Store in Front Garden (Flats 5-8)

The plans also show that foliage and landscaping currently offering privacy and amenity to Flats 5-8 will be removed and replaced with a large bin storage enclosure. This would:

Cause a visual intrusion for residents,

Create potential odour and hygiene issues,

Alter the character of the communal front garden without consent - totally changing the view - flat 6 specifically would be able to be seen from the road - where at present it is shielded by the trees in question.

There has been no consultation with affected leaseholders about this significant change to shared space, I believe it also infringes on our quiet enjoyment rights under the lease and is another clear breach of contract.

PLEASE SEE THE ATTACHED DIAGRAMS FOR MORE INFO ON THIS POINT OF OBJECTION.

3. Lack of Consultation and Lease Variation

These proposals are not minor works. They constitute a substantial reconfiguration of the shared property and would reduce both the amenity and value of existing flats.

Proceeding with such plans without the informed consent of leaseholders or formal variation of the leases would be a serious breach of contract.

Requested Action-

I request that:

These proposals be halted immediately pending consultation with all leaseholders,

No part of the communal garden be reassigned for exclusive use by new flats,

The front bin store design be reconsidered to protect the visual and residential amenity of Flats 5-8.

If the freeholder proceeds with these plans without proper legal steps or leaseholder approval, I reserve all rights to pursue legal remedies, including injunctions or action via the First-tier Tribunal to the full extent of the law.

Kind Regards,

Julian Pozimski