

Mr Jack McKenna
Investigator
[Local Government Ombudsman](#)
21 Queen Anne's Gate
London SW1H 9BU

[Noëlle Rawé](#)
[✂]

London 27 July 2002

Your ref: 02/A/04753/JMK/SMM

Dear Mr McKenna

[Complaint against the Royal Borough to Kensington and Chelsea](#)

Thank you for your letter of [11 July](#).

I find it absolutely unbelievable - in fact, outrageous - that the planning department of a local authority has no obligation whatsoever to ensure that there are no restrictions on a building when they grant a planning application.

In fact, this combined with your comment to me "*what [I] regard as a height restriction in the terms of the lease*" suggest that, in effect, lease agreements are not worth the paper they are written on.

I was right! See e.g. [Extortion](#) ; [Martyn Gerrard](#)

Right now, I would really like to believe this. Unfortunately, if I do not pay the exorbitant, unwarranted charges that [our mafia landlord](#) is asking (see attached the first of such demand I have received [for £14,400](#) (!), and [there will be more of the same](#)), he will go to court. And - under the terms of the very same lease which the planning department happily disregards - the court will give him the right to [forfeit](#) my lease i.e. I will end-up homeless, on the pavement.

See [kangaroo courts](#) for my being seriously at risk of this

So, it is not 'what I regard as' – but what the legal system 'regards as'. I therefore reiterate my answer to question 5 on the Complaint form (What do you think the council did wrong or did not do?): **"Granted a planning application that is in breach of our lease"**.

Through our (hefty) Council Tax we pay for the salaries of individuals employed in the planning department. [They have a duty of care to us](#). Certainly, their role should not be acting as a money-making machine for lawyers.

I quoted the following in [my complaint form](#)

'Planning permission – Page 46, July 1995':

Covenants-158- "The title document or lease of a property may include specific obligations or restrictions... A leaseholder could ultimately lose the property if he/she breaks an important covenant and a freeholder could be taken to court."

[What is the purpose of this?](#) [Is this just another meaningless, worthless piece of paper?](#)

Answer:
Yes, it is.

Who is meant to take these actions if there is a breach of restrictions? [Isn't this the role of the authorities?](#)

Yours sincerely,

It should be – but, this is the island-kingdom of 'do it yourself'...and 'we hope you won't have the money to do it, so that you don't challenge our sacrosanct landlords'... as very amply demonstrated by my experience e.g. [Overview of my complaints](#) ; [Site Overview](#).

Noëlle Rawé
(British National residing in the UK since 1968)