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**Nuisance letter- asking the landlord to take action**

[landlord’s name]

[landlord’s address]

[landlord’s address]

[landlord’s address]

 [*date*]

Dear landlord [……..]

I am writing to inform you that on [*insert date*] I [discovered water damage on the ceiling of my flat which seems to be coming from the flat [*insert door number]* above belonging to the leaseholder [*insert name, if known*].]

**Or**

I am writing to inform you that since [*insert date*] the leaseholder at flat [*insert door number*] has been causing an unreasonable level of noise between the hours of [*insert hours*], which is audible from my flat

On [*date*] [*insert brief history of the events which are believed to resulting in nuisance or noise disturbance*]

Under clause [*insert clause number*] of the lease dated [*insert lease date*] (the Lease), there is a covenant which (insert relevant covenant e.g. prevents the leaseholder from causing or allowing to be caused a nuisance or disturbance to other occupiers and leaseholders of the building)

Under clause *{insert clause number*} of the lease, at my request you are required to take steps to enforce the observance and performance by the leaseholders of the other flats of the covenants in their own leases.\*

I believe the leaseholder at flat [*insert door number*] is breaching clause [*insert clause number*] and as the landlord of the building, you have the power to investigate the matter further.

I am therefore requesting that you take the appropriate steps to inform the leaseholder of flat [*insert door number*] of the [*insert the alleged nuisance*] and ask them to [*delete where necessary; desist/address and rectify the leak/reduce the noise level*]

I look forward to hearing from you by [*insert a date for landlord to respond (giving them a reasonable period of time to do so)].*

Kindly acknowledge receipt of this letter.

Yours faithfully/sincerely,

[*insert your name*]

[*sign*]

**\* NOTE TO TEMPLATE DOCUMENT**

* The lease should be checked to make sure that there is an obligation on the landlord to take action for breach of lease covenants by another flat owner at your request. If so, PLEASE NOTE:
	+ This will usually be expressed to be at the cost and expense of the requesting leaseholder.
	+ The clause may entitle the landlord
		- to ask you for estimated costs in advance before taking any action
		- the option of choosing not to enforce it “if not in the interests of good estate management.”
		- only to start proceedings if a barrister’s advice is given recommending such action (the obtaining of such advice is likely to be at the expense of the requesting leaseholder.)
* Therefore, you should be aware that the landlord may not be required to take any steps to deal with breach of covenant by another flat owner, and it may be the case that that is limited to where advance payment has been provided by the flat owner for such action.