

Petitioner:	Mona Ibrahim
Petition:	Call for the Council to terminate its current lease with the freeholder of the Vista Building for the top three floors of the Calderwood Street car park
Number of signatures:	1103
The petition read as follows:	<p>End unfair escalating ground rent on council-owned parking spaces. Let's put an end to unjust punitive ground rents! We, the undersigned, call on Greenwich Council to act on our behalf to prevent our landlord from raising the ground rent by prohibitive amounts, "just because [he] can". There is no justification for this regular increase, and no benefit to leaseholders; it is simply easy profit for the landlord, and Greenwich Council are not prepared to intervene. The result is that our flats are unsellable.</p> <p>We call on Greenwich Council to immediately: Terminate its current lease with the freeholder of the Vista Building for the top three floors of the Calderwood Street car park.</p> <p>We are homeowners and residents in the Vista Building. Our flats come with an allocated parking space in the adjacent Calderwood Street multi-storey car park (above Sainsbury's). The Council condones our landlord escalating the car park ground rent by a minimum of £500 every 5 years. The result is that we are paying over £2,000 per year for a car parking space. This will rise again by £500 in 2022. The Council charges our landlord £400 per annum for each space, and an annual season ticket is currently £800. Please help us fight this glaring injustice where we are being charged over 150% above Council fees!</p>

Cabinet Member:	Regeneration and Growth
Ward(s):	Woolwich Riverside
Directorate:	DRES

Submitted to Council on:	26 June 2019
Presented by:	Councillor Jackie Smith

1. Petition Response

- 1.1. The petition calls on the Council to immediately “terminate its current lease with the freeholder of the Vista Building for the top three floors of the Calderwood Street car park”.
- 1.2. The Council is the freeholder of Calderwood Car Park and disposed of the top three floors (9-11) of the car park in 2002 on a 125 year long lease to the tenant, an arrangement that runs until 2127. The lease is a legally binding contract that exists for the duration of the term and there is no provision to break these terms until June 2036 which is also the expiry date of the ground floor supermarket lease. The break clause at year 2036 can only be exercised in the event that the Council wishes to redevelop.
- 1.3. The lease terms means that the Council has no control over the level of rent that the Council’s tenant charges for the car parking spaces on the upper floors and cannot therefore intervene to moderate the rents charged.
- 1.4. The Council appreciates that this lease was entered into some time ago and is a frustration for residents. The Council urges anyone entering into a legal agreement with their landlord to take their own legal advice before formally entering into an agreement.
- 1.5. Whilst the Council is unable to intervene with regard to the lease arrangements, the Council is aware of the anti-social behaviour taking place in the car park and is taking immediate steps to address this, including improving the condition and safety within the car park, e.g. replacement of CCTV.