

New Homes Ombudsman Case Study: **Shared Access Driveway Issue**



Issue

The customer raised concerns about neighbours and their visitors parking irresponsibly in the shared access driveway, including the turning circle. They believe the developer failed to enforce the restrictive covenant that prohibits residents from obstructing this area. The customer also explained that while the developer instructed them to remove signs they had installed to discourage parking in the shared driveway, the developer had refused to contact the neighbours who are allegedly breaching the covenant.



Circumstances

- The customer raised concerns about neighbours and their visitors parking irresponsibly in the shared access driveway and turning circle.
- The reservation documents and deed plan confirmed the property had two private parking spaces with access via a shared driveway.
- The property's TP1 included restrictive covenants preventing obstruction of shared accessways and prohibiting nuisance or disturbance to other residents.
- The customer installed a sign on the shared land to discourage parking, but was instructed by the developer to remove it. Following this, they met to discuss the issue and later wrote to residents reminding them to park considerately and use visitor bays.
- The customer remained dissatisfied, claiming the developer failed to enforce the restrictive covenant and that parking issues persisted, prompting them to instruct a solicitor at personal cost.

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Outcome

Not upheld.



Ombudsman's decision

The Ombudsman found that the customer was provided with all relevant information at the reservation stage, including details about boundaries, parking, and shared accessways, and that they were aware of the restrictive covenants in their title deeds.

There was no evidence the developer had promised to enforce these covenants or to contact specific neighbours about breaches. The Ombudsman considered the developer's actions — including asking the customer to remove signage placed on shared land and communicating with residents about parking — to be reasonable.

While acknowledging the customer's frustration, the Ombudsman determined that responsibility for addressing ongoing parking issues lies with the homeowner as the covenant's beneficiary, through direct discussion or legal channels. The complaint was not upheld, though the Ombudsman suggested the developer could improve by providing clearer written information about covenant enforcement during the sales process.

Learnings

- Customers could interpret informal assurances from sales teams as binding commitments, highlighting the need for clarity around what developers are and are not responsible for after sale.
- Parking disputes on shared accessways can escalate quickly if residents are unclear about ownership boundaries and covenant enforcement responsibilities.

Recommendations for developers

Provide clear written explanations during the sales process about restrictive covenants, including who is responsible for enforcing them once the property is sold.

Avoid making verbal commitments about post-completion enforcement. Instead, standardise guidance given by sales teams to maintain consistency and prevent misunderstanding.

