

=



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **MAN/OOCM/LBC/2014/0021**

Property : **15 Lonsdale Road, Sunderland,
Tyne & Wear SR6 9TB**

Applicant : **G & O Properties (London) Limited**

Applicant's Representative: **GSL Administration**

Respondent : **Mrs Margaret Bell**

Type of Application : **Commonhold & Leasehold Reform Act 2002
Section 168(4)**

Tribunal Members : **Laurence Bennett (Tribunal Judge)
Jonathan Holbrook (Tribunal Judge)**

Date of determination : **13 August 2014**

Date of Decision :

DECISION

Summary decision

1. The Respondent has breached covenants in respect of production of insurance policies and receipts in the Lease relating to the Property dated 20 January 1900.

Application

2. G & O Properties (London) Limited apply for a determination under Section 168(4) of the Commonhold and Leasehold Reform Act 2002 that a breach of covenant has occurred in the lease dated 20 January 1900 relating to 15 Lonsdale Road, Sunderland, Tyne & Wear SR6 9TB (the Property).

Background

3. The Applicant is the successor to the Lessor's interest created by the Lease of the Property. The Respondent is the successor to the Lessee's interest.
4. The application was made on 27 June 2014.
5. Directions dated 4 July 2014 by Judge Bennett included "The Tribunal considers that this matter can be determined by way of a paper determination....." The directions gave opportunity for the parties to request a hearing. Neither party made such request.
6. The Applicant's submissions include copies of the Lease, an Assignment dated 21 September 1901, Grounds of Application with details of breaches, submissions and copy correspondence and attendance notes.
7. The Respondent's submissions are set out in her letter of 1 August 2014.
8. The Tribunal convened on 13 August 2014 without the parties to determine the application.

The Lease

9. The Lease of the Property dated 20 January 1900 is made between The Ecclesiastical Commissioners for England (1) William Airey Bowman, John Eltringham and James Speeding (2). The Assignment dated 21 September 1901 is made between William Airey Bowman, John Eltringham and James Speeding (1) Joseph William Wright (2).
10. Page 10 of the Lease contains the Lessee's covenant to insure in the joint names of the Lessees and Lessors and on request to produce to the Lessors the policy and receipts for premium. The Assignment provides that the Assignee shall observe the covenants in the Lease.

Law

11. Section 168(1) of the Commonhold and Leasehold Reform Act 2002 (the Act) states: "A landlord under a long Lease of a dwelling may not serve a

notice under section 146(1) of the Law of Property Act 1925 (c 20) (restriction on forfeiture) in respect of a breach by a tenant of a covenant or condition in the Lease unless subsection (2) is satisfied."

12. Section 168(2)(a) states: "This subsection is satisfied if-
- (a) it has been finally determined on an application under subsection (4) that the breach has occurred,
 - (b) the tenant has admitted the breach
13. Section 168(4)(a) states: "A landlord under a long Lease of a dwelling may make an application to the First-Tier Tribunal for a determination that a breach of a covenant or condition in the Lease has occurred."

Evidence and submissions

14. The Applicant stated in the application that: "In breach of covenant The Respondent has failed to provide copies of the policy or policies of insurance and copies of receipts for payment thereof....."
15. The Applicant has provided correspondence and attendance notes showing requests and reminders addressed to the Respondent, the first of which is 11 July 2013. On 8 May 2014 notice of intention to apply to the Tribunal was given. The letter remarked upon the Respondent's failure to respond to earlier correspondence.
16. The Respondent's letter to the Tribunal dated 1 August 2014 sets out her personal circumstances and questions the Applicant's intentions. It does not provide information in relation to insurance.

Tribunal's conclusions with reasons

Our conclusions are:

17. We note that the covenants specified by the Applicant. The Respondent has not provided an explanation or details which show compliance with the covenants.
18. Noting the copy correspondence we find the relevant copies were first requested in July 2013 and as they have not been provided we conclude that the Respondent has been in breach of the recited covenants since that time.

Order

19. The Respondent has breached covenants in respect of production of insurance policies and receipts in the Lease relating to the Property dated 20 January 1900.

L J Bennett
Tribunal Judge
13 August 2014