



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

Case Reference : **SN/LON/00AK/OLR/2015/0810**

Property : **15 Firbank Close, Enfield,
Middlesex EN2 7ER**

Applicants : **Timothy John Dell & Karen Ann
Dell**

Representative : **Embertons Solicitors**

Respondent : **Sinclair Garden Investments
(Kensington) Limited**

Representative : **W H Matthews & Co Solicitors**

Type of Application : **Lease extension**

Tribunal Members : **Judge Tagliavini**

**Date and venue of
determination (paper)** : **10 Alfred Place, London WC1E 7LR
19 August 2015**

Date of Decision : **19 August 2015**

DECISION

- (1) The tribunal determines that the new lease is to include those terms as agreed between the parties in the draft lease and shall include the following:
 - (i) The lease is granted with Limited Title Guarantee.
 - (ii) The rent payable is a peppercorn (agreed).
 - (iii) The express provisions regarding the right of the Landlord to obtain possession pursuant to the amended clause 6.2 as proposed by the Respondent are to be included in the new lease.

Application:

1. This is an application for a lease extension of the subject property. All matters are agreed between the parties with the exception of the terms of the lease. These disagreements are limited to three issues, although it is noted that the provisions as to the rent (peppercorn) payable has now more recently been agreed.

Issues:

2. The only issue therefore, upon which the tribunal is asked to make its determination is the inclusion of the above terms. The two remaining terms identified by the parties as remaining in dispute are:
 - (i) Whether reference to a Full or Limited Guarantee should be included in the terms of the new lease?
 - (ii) Whether there should be included in the terms of the new lease express reference to the landlord's right of possession in accordance with the statutory provisions?

The hearing:

3. Both parties indicated their preference for a determination of these issues on the papers. To this end both parties provided the tribunal with separate bundles of the relevant documents, the draft proposed lease and submissions supporting their arguments.

The Applicants' case:

4. It is the Applicants' case that a Full Guarantee should be included within the terms of the lease, although it is accepted that the Respondent is not bound to do so, and that this falls to be a matter of agreement. Secondly, the Applicants accept that the landlord has a

statutory right to seek possession in certain circumstances, but it is simply a matter of preference that express reference to these statutory rights is omitted.

The Respondent's case:

5. The Respondent submits that the landlord is not bound to convey a Full Title Guarantee and is opposed to doing so. The Respondent also relies on the commentary in Haque to support its argument that the new lease is required to make reference to the landlord's right of possession.

The tribunal's decision and reasons:

6. The tribunal determines that unless there is agreement between the parties the Respondent landlord is not bound to enter into a Full Title Guarantee and therefore the tribunal therefore accepts the Respondent's arguments on this point.
7. The tribunal also prefers the Respondent's arguments as to the reasons why the express clause at the proposed 6.2 of the new lease should be included. The tribunal finds that Applicants' arguments and submissions on this point to be unpersuasive.
8. In conclusion the tribunal determines that the new lease should include the terms sought by the Respondent, where not agreed by the parties.

Signed: Judge Tagliavini

Dated: 19 August 2015