



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

Case reference : LON/00AE/LBC/2017/0073

Property : Flat 164 Empire Court, North End
Road, Wembley, Middlesex HA9
OAJ

Applicant : LKB Investments Limited

Representative : GSC Solicitors

Respondent : Mohammed Abid Khalid

Representative : In person

Type of application : Determination of an alleged breach
of covenant

Tribunal member(s) : Judge S O'Sullivan

Venue : 10 Alfred Place, London WC1E 7LR

Date of directions : 17 October 2017

DECISION

Full hearing (time/date): Not applicable

Inspection (time/date): Not applicable

BACKGROUND

- (1) The applicant landlord seeks a determination, under subsection 168(4) of the Commonhold and Leasehold Reform Act 2002 (“the Act”), that the respondent tenant is in breach of various covenants contained in the lease.
- (2) The property is described as a 2 bedroom flat on the first floor of a purpose built block. The applicant says that following an inspection of the property in 2014 it came to the applicant’s attention that the respondent had carried out works of alteration to the property without notifying the applicant or obtaining the applicant’s written consent. Those alterations are said to include transforming the kitchen into a bedroom, the lounge/dining area into a lounge/dining/kitchen area and changes to the plumbing/electrical installations. The floor covering in the lounge/dining area has also been changed to wood flooring.
- (3) Since that discovery the respondent’s account has been put on hold and the applicant has not demanded either ground rent or service charges nor accepted any payments from the respondent. During 2014 and 2015 correspondence took place between the applicant’s managing agents, Rendall & Rittner and the respondent in relation to the unauthorised works. The respondent then requested a retrospective Licence for Alterations which the applicant was prepared to consider on provision of further documentation. The applicant says that the respondent has failed to provide satisfactory detailed plans, drawing and specifications or submit a formal application in compliance with the terms of the lease. The applicant says that the respondent has clearly admitted throughout the correspondence that he carried out the unauthorised works without the landlord’s written consent.
- (4) The tribunal has been provided with a bundle of copy correspondence between the parties. In an email of 13 July 2017 the applicant clearly acknowledges the works and states that he did not obtain permission as he did not realise this was necessary as they were internal works. In the same email the respondent sets out in full the works carried out.
- (5) By letter dated 27 July 2017 the tribunal wrote to the applicant to question why a ruling was required from the tribunal given the respondent accepts the breach. The tribunal referred to section 168(1) which provides that a landlord may not serve a notice under section 146 (1) of the Law of Property Act 1925 unless subsection (2) is satisfied. Subsection (2) is satisfied if the tenant admits the breach. The applicant

replied by letter dated 31 July 2017 stating that to avoid any dispute it asks the tribunal to either find that there has been a breach or to make a ruling that as the breach is admitted it has no power to make such a declaration.

- (6) An oral case management hearing took place attended by Ms Julian of Counsel and Mr Khalid in person.
- (7) Mr Khalid confirmed that he admitted the breach of covenants complained of. In such circumstances the tribunal confirms that it finds that there has been a breach of the covenants alleged by the landlord under section 168(4) of the 2002 Act.
- (8) Counsel for the landlord confirmed that the landlord is willing to grant a retrospective licence for alterations subject to the tenant providing the information required. Mr Khalid said that he had been in correspondence with the landlord and had tried to provide the information they required. The tribunal suggested that the landlord's surveyor meet with Mr Khalid at the property and explain clearly what is required. The landlord may also wish to give Mr Khalid 28 days in which to try and reach agreement in relation to the retrospective licence before any application for forfeiture is made to the County Court so as to try and keep costs to a minimum and avoid the need for any unnecessary proceedings. In circumstances where the landlord is willing to grant a retrospective licence it would clearly be in the tenant's interests to negotiate the terms of that licence rather than face County Court proceedings for forfeiture given the costs implications of the same.

Name: Judge S O'Sullivan

Date: 17 October 2017

NOTES

- (a) **Whenever you send a letter or email to the tribunal you must also send a copy to the other parties and note this on the letter or email.**
- (b) **If the applicant fails to comply with these directions the tribunal may strike out all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules").**
- (c) **If the respondent fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.**