



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

Case Reference : **LON/00BG/LBC/2019/0037**

Property : **Flat 11, Hewison Street, London, E3 2HZ**

Applicant : **London Borough of Tower Hamlets**

Representative : **In house**

Respondent : **One Housing Group Limited**

Representative : **In house**

Type of Application : **Application for declaration of breach of covenant**

Tribunal : **Tribunal Judge I Mohabir**

Date of Decision : **8 October 2019**

DECISION

Background

1. This is an application made by the Applicant pursuant to section 168(4) of the Commonhold and Leasehold Reform Act 1993 (as amended) (“the Act”) for a determination that the Respondent has breached one or more terms and/or conditions in its lease.
2. By a lease dated 6 May 1994, the Applicant granted a lease of the Ground Floor Flat Plot No.5 at Hewison Street, Bow, London, E3 known as 11 Hewison Street, Bow, London, E3 (“the property”) to The Toynbee Partnership Housing Association Limited (“Toynbee”) (“the headlease”). The term granted was 125 years from 1 June 1992.
3. By an underlease dated 6 May 1994 Toynbee granted an underlease of the property to a Hilda Martindale Stringer on the same terms and for the same term and commencement date as the headlease.
4. It appears that the Respondent became the registered proprietor of the headlease on 24 December 2015. In addition, a Lorna Michelle Brown became the registered proprietor of the underlease on 20 September 2004.
5. Clause 3(7) of the headlease provides that the tenant shall not assign or sub-let the property for more than 12 months or part with possession of the whole or part of the property unless the tenant has previously executed a Deed made between the landlord, tenant and sub-tenant in which the latter covenants to perform the covenants of the tenant including the payment of rent.
6. Clause 3(8) of the headlease provides that within 4 weeks after any transfer, assignment, sub-letting, charging or parting with possession of the property, the tenant is to give notice of such to the landlord. In addition, the tenant is to provide the landlord with a copy of the conveyancing document and to pay a registration fee of not less than £20.

7. It is the Applicant's case that the Respondent has variously breached clauses 3(7) and (8) by failing to provide a copy of the Deed that was entered into between it and Toynbee when the headlease was assigned to the Respondent together with a Notice of Assignment and separately also when the underlease was assigned to Lorna Michelle Brown.
8. Subject to the Tribunal's decision, the Applicant intends to serve a section 146 Law of property Act 1925 notice on the Respondent seeking to forfeit the headlease together with the attendant costs.
9. On 15 May 2019, the Tribunal issued Directions. These have not been complied with at all by the Respondent nor has it engaged with these proceedings in any way despite reminders from the Tribunal about the risk of not doing so. In addition, the Tribunal put the underlessee on notice as to the proceedings but she has also not responded in any way.

Decision

10. The Tribunal's determination took place on 8 October 2019. It was based solely on the evidence filed by the Applicant, which has not been challenged by Respondent.
11. In the circumstances, the Tribunal had little difficulty in finding that the Respondent has breached clauses 3(7) and (8) of the lease as set out in paragraph 7 above.

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).