



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

Case Reference : **LON/00AR/LBC/2015/0024**

Property : **44 Christchurch Avenue, Rainham,
Essex RM13 8JA**

Applicant : **The London Borough of Havering**

Representative : **Mr D Thorogood**

Respondent : **Mr D Cooper**

Representative : **None**

Type of Application : **For the determination of an alleged
breach of covenant**

Tribunal Members : **Mrs S O'Sullivan
Mr D Jagger MRICS**

**Date and venue of
Hearing** : **10 Alfred Place, London WC1E 7LR**

Date of Decision : **6 May 2014**

DECISION

Decision of the tribunal

The Tribunal determines that there has been a breach of clause 2(7) of the Lease.

The application

1. The Applicant seeks a determination pursuant to s. 168(4) of the Commonhold and Leasehold Reform Act 2002 that the respondent tenant is in breach of covenants contained in the lease. In particular it is alleged that the Respondent is in breach of regulations made under Clause 2(7) of Schedule 1 of the lease.
2. Directions were made dated 23 March 2015 which set out the steps to be taken by the parties and provided for this matter to be considered by way of a paper determination, that is, without the presence of the parties.
3. Neither party requested an oral hearing and this matter was considered on the basis of the papers lodged on 6 May 2015.

The Applicant's case

4. The Applicant relied on various correspondence sent to the leaseholder, copies of which were included in the bundle.
5. The lease of the property is dated 9 March 1982 and was made between (1) the Mayors and Burgesses of the London Borough of Havering and (2) Mrs West (the "Lease"). Pursuant to clause 2(7) of the Lease the Respondent covenanted;

"To observe all further or other rules or regulations made at any time and from time to time by the lessors in addition to or substitution for the rules and regulations or any of them which the lessors may deem necessary or expedient for the safety care or cleanliness of the building or any part thereof or for securing the comfort and convenience of all tenants in the building including the restriction set out in the Second Schedule provided always that no such further or other rules may be made here which shall subject the lessee to any unusual or unreasonable Burden".

6. The Applicant says that by letter dated 31 May 2013 the Respondent was notified that a new regulation to provide a copy of an annual gas safety record to the landlord was being introduced with effect from 1 July 2013. This required the Respondent to ensure that he arranged for a gas safety check and to ensure that a copy of such certificate was provided to the Applicant by 30 June 2014. A copy of the letter of 31 May 2013 and subsequent correspondence was included in the bundle.

7. The Applicant says that it has not received a copy of any Gas Safety Record and that the Respondent is accordingly in breach of the Lease.

The Respondent's case

8. The Respondent has not filed any statement of case nor has he engaged at all with the tribunal. It does not appear that he has responded to the correspondence from the Applicant.

The Law

9. Section 168(4) provides that;

“A landlord under a long lease of a dwelling may make an application to a leasehold valuation tribunal for a determination that a breach of covenant or condition in the lease has occurred.”

The Tribunal's decision

1. The Tribunal determines that there has been a breach of the covenant contained at clause 2(7) of the Lease in that he has failed to supply a copy of a Gas Safety Record in accordance with regulations issued by the landlord.
2. The Tribunal notes that the property is subject to a charge to Santander UK Plc dated 27 January 2011. The Tribunal directs that a copy of this determination is sent to Santander UK Plc within 14 days of the date of this decision.

Name: S O'Sullivan

Date: 6 May 2014