



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

Case Reference : CHI/00HB/LBC/2020/0033

Property : First Floor Flat, 271 Gloucester Road,
Bishopston, Bristol BS7 8NY.

Applicant : Mr Christopher David Freeman

Representative :

Respondent : Ms Celia May Josephine Corrigan

Representative :

Type of Application : Breach of covenant
S168 (4) of the Commonhold and
Leasehold Reform Act 2002

Tribunal Member(s) : W H Gater FRICS MCI Arb (Chairman)
Ms Tat Wong

Date of Decision : 7 June 2021

DECISION

1. The Tribunal determines that the Respondent is in breach of tenant covenants contained in Schedule 4 .3 and Schedule 4 .12 of the lease of the Property dated 21

December 1989, made between K J Lewis, M E Davis and Debra Jane Powell. Those breaches are capable of remedy.

2. The Tribunal determines that the Respondent is not in breach of any other tenant covenant or in the Lease.
3. The reasons for its decision are set out below.
4. References to documents in the bundle are shown [*]

Background

5. The Applicant applied to the Tribunal for a determination that the Respondent was in breach of certain covenants in the lease. His application [4] is dated 11 February 2021.
6. A case management hearing was held by Judge Tildesley OBE on 29 January 2021. It was determined that the Tribunal required clarification of the grounds of the application.
7. The Applicant supplied additional and better particulars of the application and directions were issued setting down that case to be heard by video hearing.
8. A further application was made by the Applicant on 15 March 2021 requesting the Tribunal to rule that the Respondent and her acting solicitor, on the Applicant's allegation that they have made a false representation by trying to include the Respondent as a named person on a policy of building insurance.
9. The Tribunal found that it had no jurisdiction to deal with such an application.

Issues

10. The Tribunal had earlier asked the Applicant to simplify the extensive allegations into alleged breaches and grounds. It has paraphrased the application for further clarity and finds that the following issues need to be determined.
11. Have the covenants referred to below been breached as alleged in the following grounds:-

Covenant (Capital lettering added by Tribunal)

A.

Third Schedule 1. Not to use the Flat or permit the same to be used:

b) In such a manner as to cause a nuisance or annoyance to the Lessor or the occupiers of the other flat or the occupiers of any other properties in the neighbourhood

Alleged breaches of Sch 3.1.(b)

- (a) Failure of the Respondent on being given written notice that a Hazard Awareness notice was active to implement the works required to reduce the transmission of noise likely to have been created by activities from within the first floor flat.
- (b) Use of a loudspeaker audio device transmitting noise due to failure referred to above.
- (c) Use of a tumble dryer in the First floor flat lobby.

B.

Third Schedule 1. Not to use the Flat or permit the same to be used:

(c). For any illegal or immoral purpose

Alleged breaches of Sch 3.1.(c)

Consumption of cannabis by labourers at the property.

C.

Fourth Schedule 1. To pay the rent hereby reserved during the term hereby granted at the times and in the manner aforesaid without any deduction

Alleged breach of Sch 4.1.

Failure of the Respondent to contact the Lessor for the Ground Rent Certificate issued to the Lessor (by) Shenstone Properties Ltd.

D.

Sch 4.3. Not to make any structural alterations or additions to the Flat thereby

Alleged breaches of Sch 4.3.

- (a) That structural alterations were made, the removal and cutting of beams supporting the roof structure for the installation of a frame and loft ladder.
- (b) The installation of concrete lintels into the exterior supporting walls of the first floor.
- (c) The removal of bricks from supporting walls ... separating the first and ground floor flats.
- (d) The covering of the first floor flat floors hindering the maintenance of supplies and cables etc referred to in Sch 4 8.(a)(b)(c)(d).

E.

Sch 4.5. Not to cause or permit to be caused any nuisance or annoyance to the Lessor or to the owner or occupier of the other Flat

Alleged breaches of Sch 4.5.

(a) Failure of Respondent's labourers to clean and remove dirt and debris from the stairs.

(b) Damage sustained to the interior of the flat and to the Applicant's vehicle.

F.

Sch 4.7. Forthwith on demand to pay to the Lessor a one-half share of the sum payable by the Lessor in respect of such costs and expenses as are referred to in the Seventh Schedule hereto

Alleged breaches of Sch 4.7.

(a) Failure ... (to) contribute payment towards ... Property Buildings Insurance also noted in Sch 7.2.

(b) Failure ... to contribute payment towards care and maintenance of the Freehold and shared Freehold ...

G.

Sch 4.13. Not to do or permit to be done anything whereby any insurance of the Property may become void or voidable or whereby the rate of premium may be increased.

Alleged breaches of Sch 4.13

As of 10 February 2021, the building insurers have excluded the Respondent's name from the policy owing to alterations, failure to implement risk reduction and installations carried out without planning authority consent.

H.

Sch 4.9. Within three months of the receipt of any such notice to make good all defects, decays and wants of repair of which notice in writing shall be given by the Lessor to the Lessee and for which the Lessee is liable hereunder.

Alleged breach of Sch 4.9

Notice to initiate works to assist with removing the Hazard Notice issued by Bristol City Council Environmental Health Department dated 22nd February 2011. The works required were not initiated.

I.

Sch 4.12. Within one calendar month after any dealing with any legal estate in the Flat howsoever effected to give notice in writing thereof to the Lessor and to pay to him or his Solicitor the sum of Ten Pounds (together with any Value Added Tax which may be payable in respect thereof) for the registration of such notice.

Alleged breach of Sch 4.12

- (a) Failure to amend the misspelling of the Lessor's name upon the issued notice of assignment.
- (b) Failure to make the ten pounds payment to the Lessor ...

The Law

12. The relevant law in relation to breach of covenant is set out in section 168 Commonhold and Leasehold Reform Act 2002, most particularly section 168(4), which reads as follows:
 - “A landlord under a long lease of a dwelling may make an application to [the appropriate Tribunal] for determination that a breach of a covenant or condition in the lease has occurred.”
13. The Tribunal must assess whether there has been a breach of the Lease on the balance of probabilities.
14. An application under Section 168(4) can be made only by a lessor in relation to an asserted breach by a lessee. It cannot be made by a lessee in respect of an alleged breach on the part of a lessor.
15. A determination under Section 168(4) does not require the Tribunal to consider any issue other than the question of whether a breach has occurred. The Tribunal's jurisdiction is limited to the question of whether or not there has been a breach. As explained in *Vine Housing Cooperative Ltd v Smith (2015) UKUT 0501 (LC)*, the motivations behind the making of applications, are of no concern to the Tribunal, although they may later be for a court.
16. The Lease is to be construed applying the basic principles of construction of such lease as set out by the Supreme Court in *Arnold v Britton [2015] UKSC*. Hence the Tribunal must identify the intention of the parties by reference to what a reasonable person, having all of the background knowledge which would have been available to the parties, would have understood the language in the contract to mean, in their documentary, factual and commercial context, disregarding subjective evidence of any party's intentions.

The Hearing

17. The hearing was held by video conference, nominally from Havant Justice Centre on 7 April 2021.

18. The Applicant Mr Christopher David Freeman represented himself and was accompanied by his Partner Ms Tat Mersy. The Respondent Ms Celia Corrigan represented herself and was accompanied by her Father Mr Edward Corrigan.
19. Prior to the hearing the Respondent sought to have copies of Building Regulation certification in respect of new windows and an additional brochure admitted. The Tribunal had informed the Respondent earlier that a formal application for permission to have this admitted would be required. No application was received at the time of the hearing.
20. The Tribunal dealt with this as a preliminary issue at the hearing. It determined in the interests of justice that, as the documentation had not been seen by the Applicant and no application had been made, the documents would not be admitted, although the parties were free to comment on them in their evidence.

Evidence

21. The Applicant submitted a bundle in accordance with Directions which contained statements and evidence from both parties. References to pages in the bundle are shown as [].
22. The Tribunal will not recite all the evidence considered but sets out below a note of the evidence at the Hearing with references to the Bundle.
23. Each limb of the application was considered in turn. At the hearing the Applicant was referred to the grounds of his application in the bundle and was asked by the Tribunal if he had anything to add. He stated that he has noticed a noise of dripping water from the flat above coinciding with the use of the toilet and the shower but otherwise had nothing to add to his written evidence.
24. The Respondent was invited to question the Applicant on his evidence. The Respondent asked why this dripping had not been mentioned before. The Applicant responded that this was recently noted.
25. The Tribunal proceeded to question the Applicant and Respondent.
26. The Respondent confirmed that she had nothing to add to the evidence she had submitted in the bundle.
27. The Tribunal thanked the parties for their evidence and invited each in turn to summarise.
28. The Applicant maintains that there have been breaches of the lease. There is now a mortgage company involved and the property cannot be sold without the information that he holds on file. The TR1 transfer has not been completed and he would have assisted with this if asked. The manner in which the first floor flat is conveyed is sketchy. The Applicant will not accept monies due until he considers that the conveyance has been completed.

29. The Respondent said that she had done her best to comply with the lease. She is willing to correct any situation and pay monies due. She said that she wants a resolution of the matter but believes that she has not broken the lease.

Discussion and determination

30. The Tribunal considered each issue in the application to determine whether, on balance of probabilities there has been a breach of lease covenant.

The Issues

31. The issues taken from the Grounds of application listed at 11 above are discussed and determined below.

A.

Third Schedule 1. Not to use the Flat or permit the same to be used:

b) In such a manner as to cause a nuisance or annoyance to the Lessor or the occupiers of the other flat or the occupiers of any other properties in the neighbourhood

Alleged breaches of Sch 3 1.(b)

- (a) Failure of the Respondent on being given written notice that a Hazard Awareness notice was active to implement the works required to reduce the transmission of noise likely to have been created by activities from within the first floor flat.
- (b) Use of a loudspeaker audio device transmitting noise due to failure referred to above.
- (c) Use of a tumble dryer in the First Floor flat lobby.
32. (a)The Hazard Awareness Notice referred to was a notice served by Bristol City Council on the Applicant dated 22 February 2011. Schedule 2 of the notice states:

Nature of the hazard:

Noise

The deficiency giving rise to the hazard:

There is a lack of sound insulation in-between the party floors of both flats located in the building. This increases the likelihood of airborne and structure borne sounds of normal occupancy travelling between the two flats causing a loss of privacy to occupants.

There is poor vertical stacking of the flats, with the kitchen being directly above the ground floor flats bedroom, this along with the hard flooring in the kitchen increases impact noise.

Service of a hazard awareness notice is thought to be the most appropriate course of action in this case as the hazard identified does not pose a risk of serious or imminent harm to the occupant; and a hazard awareness notice will bring the identified hazard to the attention of the owner of the property without requiring remedial works.

The Tribunal finds as a matter of fact that the notice was advisory in effect and expressly did not require remedial works. It also finds that the Respondent had works carried out with the clear intention to improve soundproofing, notwithstanding that this was not to the applicant's satisfaction. The nature of the building, being a converted , small terraced house is such that some form of sound transmission will be , to a degree, inevitable.

(b)The Applicant states that the use of a loudspeaker was not excessive. The comment was included to support the allegation at (a)

(c)The Applicant alleges that the use of a tumble dryer has caused rising damp. The Respondent states that she does not have a tumble dryer and that she has an unvented washing machine. The Tribunal accepts the Respondent's evidence .

33. Having considered all the evidence submitted by both parties, we were not satisfied on a balance of probabilities that the Applicant had proved a breach of the lease by the Respondent under this heading. We are not satisfied on the evidence that the Respondent was doing anything which amounted to a nuisance in terms of her use of the flat.

B.

Third Schedule 1. Not to use the Flat or permit the same to be used:

(c). For any illegal or immoral purpose

Alleged breaches of Sch 3.1.(c)

Consumption of cannabis by labourers at the property.

34. The Applicant alleges that the Respondent was absent and had granted builders access to the property with the provision of a key. The labourers undertook the consumption of cannabis within the first floor flat. He states that he found

evidence of cannabis plant matter which was loaded into the skip by the labourer.

35. At the hearing the Applicant told the Tribunal that having checked CCTV footage he considered one of the builders had discarded cannabis leaves in a bag in the skip at the front of the property. By giving keys to the property and permitting the builders access the Respondent was in breach of her lease. This was refuted by the Respondent, saying the builders were old family friends who would not do such a thing. She would not consent to this behaviour.
36. The Tribunal does not accept on a balance of probabilities that the Applicant has proved that the Respondent is in breach. The video was not shown as evidence, and it is not clear that it was indeed the labourer discarding the leaves. The skip is in an open space at the front of the property which is in Gloucester Road There the possibility that any public member walking past could have thrown debris and rubbish into the skip. The Tribunal was not satisfied on the evidence that the Applicant had proved that there was any illegal drug use or that the Respondent had allowed the same.

C.

Fourth Schedule 1. To pay the rent hereby reserved during the term hereby granted at the times and in the manner aforesaid without any deduction

Alleged breach of Sch 4.1.

Failure of the Respondent to contact the lessor for the Ground Rent Certificate issued to the Lessor (by) Shenstone Properties Ltd.

37. The Applicant states that the fees outstanding are half the annual ground rent charge for a period no greater than six years.
38. The Respondent states that no rent charge was demanded by either flat.
39. The lease provides at 1. [15] That the annual rent shall be £15 payable on 1 January of each year. The Fourth Schedule at 1. states that the lessee shall pay the rent reserved. The Fourth Schedule at 2 states that the lessee shall pay all ... charges imposed upon the flat.
40. At the hearing the Applicant confirmed that this related to a *ground rent charge* as distinct from the *ground rent* mentioned in the lease. He considered this was connected to the covenants of the Seventh Schedule. The Respondent stated that she had never had any demand for ground rent charge.
41. The Tribunal finds that the Applicant has confused the rent reserved under the lease with the Ground Rent Charge levied by a third party Shenstone Properties

Ltd. As such the Ground Rent charge referred to is not rent reserved under the meaning of the lease.

42. Under Section 166(1) of the Commonhold and Leasehold Reform Act 2001 a tenant under a long lease is not liable to make a payment of rent under the lease unless the landlord has given notice relating to the payment. There is no evidence that a demand was made for payment by the Lessees.
43. The Tribunal finds that there is no duty on the Respondent to contact the Lessor for a copy of the Rent Charge Certificate. Accordingly, the Tribunal finds that there has been no breach of the lease in this respect.

D.

Sch 4.3. Not to make any structural alterations or additions to the Flat thereby

Alleged breaches of Sch 4.3.

That structural alterations were made, the removal and cutting of beams supporting the roof structure for the installation of a frame and loft ladder.

44. The Applicant states that a loft ladder had been installed without his consent or knowledge, cutting the roof timbers. There had been age related movement found on a survey and in 1989 the roof was strengthened. He considers that any alteration adds to stress on the roof. The Respondent confirmed there was a loft hatch but with no ladder. Slight cuts were made to ceiling joists only and limited to a few inches. There were no alterations to roof timbers.
45. The Tribunal finds as a matter of fact that the ceiling joists are not part of the flat as defined in the Second Schedule (a). It further finds that the ceiling joists are part of the structure of the property. The Tribunal finds that this is a breach of Schedule 4.3 of the lease.
 - a) The installation of concrete lintels into the exterior supporting walls of the first floor.
46. The Applicant alleges that the installation is a breach of lease.
47. The Respondent points to The Second Schedule of the lease (d) and alleges that she is within her rights to make alterations in this area. The Applicant was not consulted about the works due to the urgency of the matter and the fact that he was uncooperative.
48. At the hearing the Applicant said he was given no notice of the replacement of the lintel over the bathroom window. He had previously seen no damp or damage in the area concerned which is a loadbearing wall for the main roof. A timber removed during the works was attached to a party wall. Whilst he was

advised after the event, he should have been given advance notice. The Respondent said that an old wooden lintel had been replaced immediately as it was severely rotted. She chose to bear the cost of £500 herself.

49. The Tribunal finds that, whilst the window frames are within the demise of the flat, the lintels supporting the wall openings are not. The works were necessary and, on the evidence, urgent, but the carrying out of the works without consent constitutes a breach of the lease.

b) The removal of bricks from supporting walls ... separating the first and ground floor flats.

50. The Applicant's evidence was that he believed brickwork in the floor space between the flats had been removed as he heard bricks being taken out from below and considers they were placed in the skip outside. Questioned by the Tribunal he confirmed that the photo in [319] was of the wall before the works had been carried out and that he has no photograph of the post work situation. The Respondent's response was that no bricks had been removed from between the floors. A step inside the flat had been removed and these may be the bricks found in the skip.

51. The Tribunal finds that the Applicant has not proved on a balance of probabilities that the Respondent has breached the lease as alleged.

c) The covering of the first floor flat floors hindering the maintenance of supplies and cables etc referred to in Sch 4.8.(a)(b)(c)(d)

52. Those sections of Schedule Four permit the Lessor to view, repair and maintain the property including pipes, cables and drains etc. The Tribunal finds as a matter of fact that where repairs or maintenance to such areas are required, a degree of opening up and disturbance to floor finishes is often inevitable. The floors of the flat are within the demise and there is nothing in the lease which prevents the Lessee providing additional covering. In fact, provided it is installed properly there may be sound insulation benefits. It does not accept that the installation of such flooring is a hindrance to repair and maintenance to the extent that it constitutes a breach of lease. Accordingly, the Tribunal finds that there has been no breach of lease as alleged, in this respect.

d) The covering over with plasterboard the access hatch for access to the annexed roof above the ff flat kitchen.

53. The Applicant states that he had used the hatch in 1997 and that the hatch provided access for contractors to lay cables. He disputes the Respondents estimate of the size of the hatch.

54. The covering over the access hatch removed a useful access for inspection. The Applicant exhibited a photograph showing a light cable now passing through the plastered up opening.

55. The Respondent states that there was a hatch of about 18" square to a roof void that is too small to enter so the hatch served no useful purpose. The cover had simply been removed and replaced with plasterboard. All maintenance would be required from the outside in any event, and so this is not a breach.
56. The Tribunal has examined the photographic evidence. Clearly the original hatch has not been removed. It is evident that the hatch has been filled in with plasterboard of some type. As such this is not a structural alteration. From the evidence it is clear that access is required infrequently if at all. In the event that access was required the work involved in opening up the hatch would be similar to removing floor coverings and lifting floorboards. Accordingly, the Tribunal finds that there has been no breach of lease in this respect.
- e) The removal of tiles and underlying roofing felt of the main roof, front and rear elevations, also, the annexed roof, for the addition of vents and vent stacks. The removal of tiles and felt for the addition of vents and vent stacks. The Applicant believes that the soil and vent pipe has been replaced and used as an extractor fan cover. He took a camera outside and showed the Tribunal that there was one vent pipe on the front elevation. The Respondent confirms that two roof tiles were replaced with vent tiles.
57. Whilst the Tribunal is not satisfied on the evidence that a soil pipe was replaced with an extractor fan cover, the Respondent's confirmation at vi [83] that alterations were made to install a vent stack and replace tiles with a vent constitutes a breach of the lease.
- (g) The removal of the ff flat kitchen fire exit door, and the boarding up of the exit.
58. The Applicant states that the kitchen door which has been closed off, was a fire door as advised in an earlier survey which was not included in the bundle. The Respondent responded that the fire doors are DF1 and DF5 on the plan [33] but has no evidence to substantiate this.
59. The closing off of doors involves the addition of an area of wall in the flat. The Respondent admits to carrying out these works and the Tribunal finds that this is a breach of the lease.

E.

Sch 4.5. Not to cause or permit to be caused any nuisance or annoyance to the Lessor or to the owner or occupier of the other Flat

Alleged breaches of Sch 4. 5.

- a) Failure of Respondent's labourers to clean and remove dirt and debris from the stairs.

b) Damage sustained to the interior of the flat and to the Applicant's vehicle.

60. The Applicant says there is still debris in the upper hall following the works in December 2020. He himself had cleaned the ground floor hall. The Respondent said that she had emailed the Applicant to encourage a general tidying up of the hall, for example to take nails out of the carpet. She agrees that the carpet is old but the hall is now clean.
61. The damage to the ground floor flat referred to in the application relates to staining of a cornice noticed by the Applicant in August 2020. He believes this was caused by labourers pouring out buckets into the toilet above. The Respondent said that she had not been told about this before.
62. Regarding the vehicle damage, the Applicant said that he had not noticed a pallet of tiles placed in his parking space when he reversed into the front forecourt. This constituted a nuisance and annoyance. The Respondent said that she had not been told this previously but in any event this does not relate to the lease and there is no evidence to prove that the tiles were in the bay.
63. The Tribunal is not satisfied having considered the evidence from both parties that the Respondent or her servants and agents have breached the lease as alleged or at all.

F.

Sch 4.7. Forthwith on demand to pay to the Lessor a one-half share of the sum payable by the Lessor in respect of such costs and expenses as are referred to in the Seventh Schedule hereto
Alleged breaches of Sch 4.7.

- a) Failure ... (to) contribute payment towards ... Property Buildings Insurance also noted in Sch 7.2.
 - b) Failure ... to contribute payment towards care and maintenance of the Freehold and shared Freehold ...
64. The Applicant referred to emails he sent to the Respondent's conveyancing solicitor on 3 July 2020. Questioned by the Tribunal he confirmed that whilst he had not completed a full and calculated summary, this was a demand for payment. The Tribunal referred the Applicant to the lease [102] regarding the keeping of books. The Applicant confirmed that he had not completed accounts for the last eight years and no accounts had been submitted. The Respondent stated that she had received no communication regarding costs or demands for payment. She was ready to pay what was due but there had been no evidence or accounts submitted. Regarding contributions to care and maintenance, the Applicant again considered that his email was sufficient notice but that he had

made no demands for service charge payments. The Respondent said that she understood the previous tenant had received no demands and confirmed that she had had no request for payment or explanation.

65. On the evidence it is clear that no valid demand of payment has been made, as envisaged in the lease and therefore no breach.

G.

Sch 4.13. Not to do or permit to be done anything whereby any insurance of the Property may become void or voidable or whereby the rate of premium may be increased.

Alleged breaches of Sch 4.13.

66. As of 10 February 2021, the building insurers have excluded the Respondent's name from the policy owing to alterations, failure to implement risk reduction and installations carried out without planning authority consent.
67. The Applicant said that he had to amend the insurance previously as the last owner had left it vacant for more than three months. There is one policy for the whole building. He had to inform insurers about the Respondent's building works under the policy. His broker advised that the Respondent should be removed from the policy as works had been carried out without building regulations, for example the installation of uPVC windows. All claims must therefore be through the Applicant. The Respondent said that she has had no comment regarding the payment of insurance from the Applicant. She has taken out her own insurance. Her lawyers had spoken to the brokers and they consider the allegations made to be false and object to the insurance arrangements made by the Applicant. The Tribunal asked whether the premium had increased as a result of this but the Applicant did not know.
68. The Tribunal finds that the Applicant himself made detailed and lengthy statements to the insurers which, at the time, were unproven allegations. This led to the response from insurers. It remains to be seen whether the findings in relation to this application will cause insurers to reconsider. Accordingly the Tribunal finds that there was no breach at the time of the application.

H.

Sch 4.9. Within three months of the receipt of any such notice to make good all defects decays and wants of repair of which notice in writing shall be given by the Lessor to the Lessee and for which the Lessee is liable hereunder

Alleged breach of Sch 4.9.

69. Notice to initiate works to assist with removing the Hazard Notice was issued to the Applicant by Bristol City Council Environmental Health Department dated 22nd February 2011. The Tribunal finds as a matter of fact that the notice was advisory in effect and expressly did not require remedial works.
70. The Applicant refers to emails, in particular at [218-222]. These inform the recipients of the existence of the Notice issued by the Council.
71. The Tribunal repeats the findings at 32 (a) above in relation to the breaches alleged under this heading.
72. The Tribunal was not satisfied that the Applicant had given any notice as required under the lease. The Hazard Notice was originally served some years ago by the Council upon the Applicant and whilst he may have been entitled to consider then servicing notice on the Respondent's predecessor it appears he did not do so. The Tribunal finds on the evidence presented to it that there is no breach of lease.
73. If it were to be found that the correspondence in emails did amount to effective notice the Tribunal finds in the alternative that, for the reasons set out at 32 (a) above, that notice was effectively satisfied by the Respondent carrying out works to improve flooring and sound insulation.

I

Sch 4.12. Within one calendar month after any dealing with any legal estate in the Flat howsoever effected to give notice in writing thereof to the Lessor and to pay to him or his Solicitor the sum of Ten Pounds (together with any Value Added Tax which may be payable in respect thereof) for the registration of such notice

Alleged breach of Sch 4.12

- a) Failure to amend the misspelling of the Lessor's name upon the issued notice of assignment.
 - b) Failure to make the ten pounds payment to the Lessor, ...
74. 4.12. (1) (2) and (3) Regarding the notice of assignment, the Applicant had had no response from the solicitor to his complaint of the misspelling of his name and that the £10 due had never been paid. In answer to the Respondent's point that she had not received a demand, the Applicant said it was not his place to make such a demand, it was specified in the lease.
 75. The Tribunal finds as a matter of fact that the alleged misspelling of the Lessor's name has no relevance to the covenant referred to and does not constitute a breach.

76. With regard to the failure to submit payment the Tribunal accepts the evidence of the Respondent. Whilst the amount is *de minimis* the Tribunal finds that the Applicants failure to pay the notice fee when giving notice is a breach of the lease. Such breach may be remedied by payment of the required fee.

Appeals

A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.

The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.