

LON/00BK/LBC/2007/0038

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL  
ON APPLICATION UNDER SECTION 168 (4) OF THE  
COMMONHOLD & LEASEHOLD REFORM ACT**

**Applicant:** Dawson Marker Limited (Landlord)  
**Represented by:** Teacher Stern Selby (Solicitors)

**Respondent:** Mr Aftab Hussain (Tenant)  
**Represented by:** Fendom Dawson & Towner (Solicitors)

**Premises:** Flat A, 484 – 488 Harrow Road  
London W9 3QA

**Date of Application:** 19<sup>th</sup> July 2007

**Leasehold Valuation Tribunal:** Ms Helen Carr,  
Mr Raymond Humphrys (FRICS)

**Date of Determination:** 15<sup>th</sup> October 2007

## **Background**

1. The Tribunal was dealing with an application for a determination that a breach of a covenant or condition in the lease has occurred in accordance with section 168(4) Commonhold & Leasehold Reform Act 2002. The lease in question is for a term of 125 years from 24 June 1988 between (1) Glacier Development Limited (2) 22 Brondesbury Road Management Limited and (3) Steven Anthony Shaw

2. The Applicant is Dawson Marker Limited which is the current freehold owner of Flat A 484 – 488 Harrow Road, London W9 3QA. It is represented by Teacher, Stern, Selby Solicitors.

3. The Respondent is Mr Aftab Hussain. He is the current lessee of Flat A, 484 –488 (even) Harrow Road London W9 3QA. Mr Hussain is represented by Fendom, Dawson and Towner Solicitors.

4. Following a pre-trial review and directions dated 30<sup>th</sup> July 2007 the matter was listed for determination during the week beginning 15 October 2007.

5. The Tribunal has identified the following issues to be determined: whether or not a breach has occurred in respect of

(a) clause 2, paragraph 1(L) of the Sixth Schedule of the lease dated 22<sup>nd</sup> March 1989

(b) Clause 2 paragraph 1(Z) of the Sixth Schedule of the lease dated 22<sup>nd</sup> March 1989

6. The Applicant's representative submitted documentary evidence of the breach of these clauses. The Respondent's representative, by a letter dated 6<sup>th</sup> September 2007, informed the Tribunal that the Respondent did not wish to make a formal response and is now dealing with the Schedule of Dilapidations which have been served on him by the Applicant.

## Determination

7. The Tribunal's decision, having regard to the evidence submitted by the Applicant which has not been rebutted by the Respondent, is that there has been a breach of clauses 2, paragraph 1(L) and 2 paragraph 1(Z) of the Sixth Schedule of the lease dated 22<sup>nd</sup> March 1989.

Chairman

*Afolan Caw*

Date

*15<sup>th</sup> October 2007*