



Residential  
Property  
TRIBUNAL SERVICE

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE**  
**LEASEHOLD VALUATION TRIBUNAL for the**  
**LONDON RENT ASSESSMENT PANEL**  
**COMMONHOLD AND LEASEHOLD REFORM ACT 2002**

**LON/00AR/LBC/2009/0018**

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**Premises:** 15 Sterry House  
Stirling Close  
Rainham RM15 9NQ

**Applicant:** Mr D Glass

**Respondent:** Ms NEJ Murray

**Tribunal:** Mr NK Nicol  
Mr D Edge FRICS

**Date of Decision:** 21/04/09

## REASONS FOR DETERMINATION

1. The Applicant has applied for a determination under s.168(4) of the Commonhold and Leasehold Reform Act 2002 that the Respondent has breached her lease of the subject property at 15 Sterry House, Stirling Close, Rainham RM15 9NQ. The Respondent has taken no part in the proceedings, despite the fact that all correspondence has been sent to the subject property, the only known address for her.
2. The Applicant is the freeholder of the subject property. The Respondent's lease was made on 10<sup>th</sup> May 1989 and is for a term of 99 years commencing 24<sup>th</sup> September 1988. It includes the following covenant:-
  2. THE Lessee HEREBY COVENANTS with the Lessor ...
    - (9) Within one calendar month after any such document or instrument as is hereinafter mentioned shall be executed or shall operate or take effect or purport to operate or take effect to produce to the Lessor's Solicitors either the original or a certified copy of every Assignment Transfer Mortgage or Legal Charge of this Lease of the demised Premises and also every underlease of the demised Premises for substantially the whole of the unexpired term and every assignment of such underlease and also any probate letters of administration order of Court or other instrument effecting or evidencing a devolution of title as regards the term hereby granted or any such underlease as aforesaid for the purpose of registration and for such registration to pay to such Solicitors a fee of Ten Pounds in respect of each document or instrument so produced plus VAT
3. The relevant parts of s.168 of the Commonhold and Leasehold Reform Act 2002 read as follows:-
  - (1) A landlord under a long lease of a dwelling may not serve a notice under section 146(1) of the Law of Property Act 1925 (restriction on forfeiture) in respect of a breach by a tenant of a covenant or condition in the lease unless subsection (2) is satisfied.
  - (2) This subsection is satisfied if –

- (a) it has been finally determined on an application under subsection (4) that the breach has occurred,
  - (b) the tenant has admitted the breach, or
  - (c) a court in any proceedings, or an arbitral tribunal in proceedings pursuant to a post-dispute arbitration agreement, has finally determined that the breach has occurred.
- (3) 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.
4. The Land Register records that the Respondent bought the subject property on or around 15<sup>th</sup> January 2005. There is no reason to doubt the Applicant's assertion that neither he nor anyone acting on his behalf has received due notification of this transfer in accordance with clause 2(9) of the lease. The Applicant wrote to the Respondent on 7<sup>th</sup> August 2008 but there has been no reply.
5. It might be argued that the Applicant has suffered no prejudice from the breach of the lease because he now knows who the lessee is. It might also be argued that he would not be able to obtain forfeiture due to such a relatively minor or technical breach of the lease. The Applicant has asserted that there are arrears (he does not say of what) but no application has been made in respect of them. However, these matters are irrelevant to the determination of the application. The Tribunal's jurisdiction is limited to determining whether a covenant in the lease has been breached. The consequences are for a court to determine on another occasion.
6. In the circumstances, the Tribunal determines that the Respondent has breached clause 2(9) of her lease by failing to arrange for due notification to the Applicant's solicitors of the transfer of the leasehold interest.

Chairman.....

Date 21<sup>st</sup> April 2009