



HM Courts  
& Tribunals  
Service

LEASEHOLD VALUATION TRIBUNAL of the  
THE MIDLAND RENT ASSESSMENT PANEL

**Case Number:** BIR/00CS/LBC/2012/0008

**Property:** Flat 45, Groveland Road, Tipton, West Midlands DY4 7TB

**Landlord:** Midland Heart Limited

**Tenant:** Callum James Slater

**Date of Application:** 28th June 2012

**Type of Application:** Application under Section 168(4) of the Commonhold and Leasehold Reform Act 2002 by the Landlord for a determination that breaches of covenants have occurred.

**The Tribunal:** Mr A.J.ENGEL M.A. (Hons.) - Chairman  
Mrs C. SMITH

**Date of Decision:** 7<sup>th</sup> September 2012

## DECISION

### Breaches of Covenants have occurred

## REASONS

### The Lease

1. The lease is for a term of 99 years commencing on 1st January 2003. It is a shared ownership lease.
2. By Clause 5 of the lease, the Tenant covenants to observe and perform the Tenant's duties set out in Clause 6 of the lease.
3. Clause 6 of the lease contains numerous covenants, including:-
  - (J) Not to give up possession of the flat or any part of it .....without the Landlord having first approved (in writing) the prospective new tenant (or underlessee).....
  - (K) Only use the flat as a home for the Tenant and his or her family.

### The Application

4. By written application, dated 28th June 2012, the Landlord applied to the Tribunal for a determination that the Tenant was in breach of Covenants (J) and (K) – above.
5. The application was signed by Mr Madhal an employee of the Landlord.
6. The application contains the following statement (irrelevant parts omitted):-

“Contacted Mr Slater..... The telephone call was answered by Mr Slater's father who advised Callum Slater (son) was working in London and he (father) had sublet the flat. Mr Callum Slater contacted the office and advised he knew the flat was sublet by father while he is working in London. He has since cancelled his direct debits towards rent and has arrears accruing on his rent account.”
7. A copy of the application was sent to the Tenant at the Property by the Tribunal.

### Directions

8. The Tribunal gave Directions dated 11th July 2012, which were sent to the Tenant at the Property.
9. The Directions gave the Tenant the opportunity to apply to the Tribunal for further Directions and provided that if this did not happen, the Tribunal would proceed to determine the matter without an oral hearing – pursuant to Regulation 13 of the Leasehold Valuation Tribunals (Procedure) (England) Regulations 2003.
10. The Tenant has not made any contact whatsoever with the Tribunal.

### Determination

11. The Tribunal convened on 7th September 2012 and decided the matter on the papers.
12. The evidence before the Tribunal consisted of a copy of the lease and the statement of Mr Madhal – set out at No.6 above.

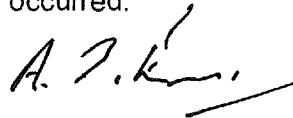
13. The statement of Mr Madhal lacked detail and contained evidence which had been provided to him by others; nevertheless, we were satisfied that this evidence was accurate and we accepted it.

#### Findings of Fact

14. We found as facts that, as at 28th June 2012 (the date of the application), the Tenant had sublet the Property without the consent of the Landlord and that the Tenant was not using the Property as a home for himself or his family.

#### Conclusion

15. Breaches of Covenants (J) and (K) had occurred.



SIGNED:

A.J.ENGEL - Chairman

7 SEP 2012