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H M COURTS & TRIBUNAL SERVICE  
RESIDENTIAL PROPERTY TRIBUNAL SERVICE  
LEASEHOLD VALUATION TRIBUNAL  
of the  
NORTHERN RENT ASSESSMENT PANEL

Commonhold and Leasehold Reform Act 2002 Section 168(4)

Applicant: Fee Simple Investments Limited  
Represented by: Adcocks Solicitors Limited

Respondent: Mr Gregory Newton  
Represented by: Cooper Ford Solicitors

Property: 47 Manningham Road, Liverpool L4 2UG

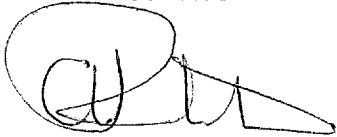
The Tribunal: Mr Alan Robertson  
Mrs Elizabeth Thornton-Firkin

Application: The Applicants apply for a determination under Section 168(4) of the Commonhold & Leasehold Reform Act 2002 ('the Act') that breaches of covenants in the lease of 13 October 1983 ('the Lease') have occurred.

Preliminary, Reasons and Decision.

1. An Application was made on 30 August 2011 in which alleged breaches were identified as is contrary to clause 5(g) of the lease. The Respondent took an assignment of the lease without obtaining the landlords consent and ii) contrary to clause 5(d) of the Lease the Respondent refused the Applicant access to inspect the condition of the Property.
2. At the parties request, matters were delayed after directions were issued to allow the parties to endeavour to reach a settlement.
3. No settlement was achieved and after further Directions the matter was set down for a hearing on Tuesday 10 January 2012. The Respondent in a telephone call and confirmed by email of 10 January, that he would not be attending the Hearing and he no longer wished to resist the Application.
4. The Applicant agreed that the Tribunal could proceed to a determination and that the Hearing be abandoned.

5. In the absence of a case from the Respondent, and given the submissions of the Applicant, which would require an answer, from the Tribunal to find for the Respondent, the Tribunal find that the Property has been assigned without the consent required by clause 5(g) of the lease, and that technically the Respondent refused the Applicants access to the Property contrary to clause 5(d) of the Lease.
6. It is determined that breaches of covenants in the Lease have occurred.

A handwritten signature in black ink, appearing to be 'A. Robertson', written over a circular stamp or mark.

Mr A. Robertson  
Chairman of the Leasehold Valuation Tribunal

10 January 2012