



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

Case Reference : LON/OOBB/LBC/2013/0052

Property : First floor flat 14 Palmerston Road,
Forest Gate London E7 8BH

Applicant : G & O Estates limited

Representative : GSL Administration

Respondent : Dr Mohammed Fazlul Haque and
Meherun Nessa Haque

Representative : none

Type of Application : Breach of covenant or condition in
a lease s168(4) Commonhold and
Leasehold Reform Act 2002 (the
Act)

Tribunal Members : Mr Andrew Dutton – Tribunal
Judge
Mr Ian Thompson BSc FRICS

**Date and venue of
determination** : 12th August 2103 at 10 Alfred Place,
London WC1E 7LR

Date of Decision : 12th August 2013

DECISION

The tribunal determines on the basis of the Grounds attached to the Application that the Respondents are in breach of a covenant or condition of their lease.

REASONS

1. In an application dated 24th June 2013 the Applicant sought a determination that the Respondent had been in breach of clause 3(7) of their lease. The lease is dated 13th December 1983 for a term of 99 years and made between Bernard Leo Poppy (1) and Martin Harry Cowen (2). Clause 3 contains the tenants covenants and at sub clause (7) the following wording is to be found "*(7) Within twenty one days next after any transfer assignment charge underlease (whether mediate or immediate) or devolution of the demised premises or any part thereof to give notice in writing of such transfer assignment underlease or devolution and of the name and address and description of the transferee assignee chargee underlessee or persons upon whom the relevant term or any part thereof may have devolved to the Lessor or her Solicitors and to produce to the Lessor or her Solicitors the instrument of transfer or assignment or devolution or the counterpart of the underlease (or certified copy thereof) and pay a fee of SIX POUNDS for the registration of each notice*"
2. It is said by the Applicant that despite requests for this term to be complied with the Respondents have not done so and they are therefore in breach of the covenant in the lease.
3. The Respondents, despite being written to by the Tribunal both at the property address and a correspondence address, have not participated in these proceedings.
4. The Respondents, according to the Official Copy of the Register of Title for title number EGL141068, the register for the leasehold interest, shows that the Respondents purchased the flat as joint tenants on 16th September 2010 and registered the title on 17th March 2011.

FINDINGS

5. In the absence of any response from the Respondents, and accepting the matters as set out in the Grounds of the application we determine that the Respondents are in breach of the covenant contained at clause 3(7) of the lease under the provisions of s 168(4) of the Act.

Andrew Dutton - Tribunal Judge

12th August 2013