



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

**Case reference** : **LON/00AZ/LBC/2017/0057**

**Property** : **198 Malyons Road, London SE13  
7XF**

**Applicant** : **Goldlink Investments UK Ltd**

**Representative** : **Mr L Freilich of Moreland Estates  
Management Ltd (managing  
agents)**

**Respondent** : **Mr D Moon**

**Representative** : **No attendance**

**Type of application** : **For an order that breaches of  
covenant in the leases have  
occurred**

**Tribunal members** : **Judge S Brilliant  
Mr MC Taylor FRICS**

**Venue** : **10 Alfred Place, London WC1E 7LR**

**Date of decision** : **4 September 2017**

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**DECISION**

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### **Decision of the tribunal**

- (1) The Tribunal determines that the Respondent has committed breaches of covenant in the lease.

### **The application**

1. The Applicant seeks determinations pursuant to section 168(4) of the Commonhold and Leasehold Reform Act 2002 that breaches of covenant or condition in the lease have occurred.
2. The relevant legal provisions are set out in the Appendix to this decision.

### **The background**

3. The property which is the subject of this application ("the flat") is a ground floor flat in a terraced house constructed as two units close to Ladywell Railway Station.
4. The Respondent holds a long lease of the flat dated 18 October 1991 ("the lease"). It was assigned to him on 10 August 2007. The specific provisions of the lease will be referred to below, where appropriate.

### **The issues**

5. The issues to be determined according to the application notice are whether the Respondent has
  - made additions or alterations to the flat or erected in the flat any other erections without the consent in writing of the Applicant (such consent not to be unreasonably withheld);
  - carried out any works which may require the licence or approval of the local or town planning authorities without having first obtained all requisite town planning and bye-law consents.

### **The lease**

6. The Respondent covenanted in clause 2(10) of the lease:

*Not to make or suffer to be made any additions or alterations to the demised premises and not to erect or suffer to be erected on the demised premises any other buildings or erections in each case without the consent in writing of the Lessor (such consent not to be*

*unreasonably withheld) and in particular not to carry out any works which may require the Licence or approval of the Local or Town Planning Authorities without having first obtained all requisite Town Planning and Bye-law consents.*

### **The course of the proceedings**

7. The Applicant's application was received by the Tribunal on 14 June 2017. The grounds for the application were that the Respondent had carried out unauthorised alterations to the flat and had failed to obtain planning, fire safety and building regulation consent. The Applicant relied upon a report, prepared in letter form and dated 12 July 2011, from Mr Mervyn Shaya, a chartered engineer and the principal of Shaya Associates, which is an engineering, architectural and surveying practice.
8. Directions were given on 19 June 2017. These required the Respondent to prepare a bundle by 25 July 2017 to include, amongst other documents, the full statement in response to the Applicant's case setting out in full the grounds for opposing the application and any signed witness statements of fact. The Respondent failed to comply with this direction and has not participated at all in these proceedings.
9. The hearing was listed for 4 September 2017.

### **The hearing**

10. The Tribunal carried out an inspection on 4 September 2017. Mr Freilich was present on behalf of the Applicant. The Respondent did not attend but access was given by the sub-tenant who is occupying the flat. At the oral hearing later that day Mr Freilich appeared on behalf of the Applicant. The Respondent failed to appear.

### **Our findings**

11. We are satisfied that works of alteration as set out in Mr Shaya's report have been carried out. In particular, a bathroom has been built in between the front two rooms. We are satisfied that no consent for the work was ever requested from the Applicant by the Respondent. We are also satisfied that this work required the licence or approval of the local authority and that the Respondent has not obtained the requisite bye-law consents.
12. Accordingly, we find on the evidence before us that there have been a breach of clause 2(10) of the lease.

**Name:** Simon Brilliant

**Date:** 4 September 2017

**Appendix of relevant legislation**

Section 168(4) of the Commonhold and Leasehold Reform Act 2002:

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 a covenant or condition in the lease has occurred.