



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

Case Reference : **LON/00AWL/LBC/2020/061
(FVHREMOTE)**

Property : **Basement Flat, 136 Holland Road,
London W14 8BE**

Applicant : **Mr Ilija Kronic**

Representatives : **Stan Gallagher of Counsel**

Respondents : **Mr Ephraim Joshua Moses**

Representative : **In person**

Type of Application : **Application for an order that a
breach of covenant or a condition
in the lease has occurred pursuant
to S. 168(4) of the Commonhold
and Leasehold Reform Act 2002**

Tribunal Members : **Judge Professor Robert Abbey
Mr Stephen Mason FRICS**

Date of Video Hearing : **12 April 2021**

Date of Decision : **26 April 2021**

DECISION

Decisions of the Tribunal

- (1) The Tribunal grants the application for an order that a breach of covenant or a condition in the lease has occurred pursuant to S. 168(4) of the Commonhold and Leasehold Reform Act 2002.
- (2) The reasons for our decision are set out below.

The background to the application

1. The Applicant seeks an order that a breach of covenant or a condition in the lease has occurred pursuant to S. 168(4) of the Commonhold and Leasehold Reform Act 2002. The application concerns alleged breaches (“the alleged breaches”) carried out at **Basement Flat, 136 Holland Road, London W14 8BE** (“the property.”).
2. Section 168 of the Commonhold and Leasehold Reform Act 2002 provides as follows but with sub-section (4) shown in bold by this Tribunal:

(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 (c. 20) (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)But a notice may not be served by virtue of subsection (2)(a) or (c) until after the end of the period of 14 days beginning with the day after that on which the final determination is made.

(4)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.

*(5)But a landlord may not make an application under subsection (4) in respect of a matter which—
(a)has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,*

*(b)has been the subject of determination by a court, or
(c)has been the subject of determination by an arbitral tribunal
pursuant to a post-dispute arbitration agreement.*

3. The applicant is the freehold owner of the building, 136 Holland Road, London W14 (“the Building”). In fact, the applicant is a resident landlord: he and his family live in the Ground Floor Flat, which is held as part of the freehold. This ground floor flat is immediately above the respondent’s basement flat being the property. The respondent is the lessee of a long residential lease of the property, holding under a lease made on 1 Nov 1983 that the applicant seeks to forfeit pursuant and subsequent to this application before the Tribunal.
4. The application before the Tribunal was issued by the applicant on or about 10th December 2020. The applicant alleges in its application several breaches of the lease covenants. In particular and in detail the applicant says there are breaches of lease clauses more particularly described and listed in the applicant’s trial bundle. The Applicant’s bundle includes the report of Angela M Lyon BSc MSc FRICS of Orbital Chartered Surveyors dated 5 March 2021. At Appendix D to her Report is a schedule dated 4 March 2021 (“the Schedule”). The Schedule has been prepared by her. It itemises the complained of breaches of covenant by reference to the applicable clauses in the respondent’s Lease and stipulates the required remedial works that could deal with the breaches. These will be considered in detail in this decision. To assist all parties the Schedule is attached to this decision and named appendix D. There were no tenant’s comment made in the Schedule at appendix D
5. The Tribunal needs to establish from the evidence presented to it whether or not, on the balance of probabilities, the respondent has acted in such a way that he is in breach of a covenant or covenants in the lease and as detailed in paragraph 4 above.

The hearing

6. This has been a remote hearing which has been consented to by the parties. The form of remote hearing was coded as FVHREMOTE - use for a hearing that is held entirely on the MoJ Full Video Hearing Platform with all participants joining from outside the court. A face-to-face hearing was not held because it was not possible due to the Covid 19 pandemic restrictions and regulations and because all issues could be determined in a remote hearing. The documents that were referred to are in a bundle of many pages, the contents of which we have recorded and which were accessible by all the parties
7. In the context of the Covid 19 pandemic and the government social distancing requirements the Tribunal did not consider that an inspection was possible. However, the Tribunal was able to access the

detailed and extensive paperwork in the trial bundle that informed their determination including extensive photographic evidence of the property. In these circumstances it would not have been proportionate to make an inspection given the current circumstances and the quite specific issues in dispute.

8. The Tribunal had before it an electronic bundle of papers prepared by the applicant in the form of a PDF file. This containing copies of documentation and registered title copies and a copy of the lease as well as copy correspondence, the report from the surveyor containing the schedule and the applicant at the hearing also provided for the tribunal a skeleton argument providing legal submissions
9. At the start of the hearing Counsel for the applicant made an application under Rule 9 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 2013 No. 1169 (L. 8) the details of which are set out below with the most relevant elements highlighted by this Tribunal in bold: -

Striking out a party's case

9.—(1) The proceedings or case, or the appropriate part of them, will automatically be struck out if the applicant has failed to comply with a direction that stated that failure by the applicant to comply with the direction by a stated date would lead to the striking out of the proceedings or that part of them.

(2) The Tribunal must strike out the whole or a part of the proceedings or case if the Tribunal—

(a) does not have jurisdiction in relation to the proceedings or case or that part of them; and

(b) does not exercise any power under rule 6(3)(n)(i) (transfer to another court or tribunal) in relation to the proceedings or case or that part of them.

(3) The Tribunal may strike out the whole or a part of the proceedings or case if—

(a) the applicant has failed to comply with a direction which stated that failure by the applicant to comply with the direction could lead to the striking out of the proceedings or case or that part of it;

(b) the applicant has failed to co-operate with the Tribunal such that the Tribunal cannot deal with the proceedings fairly and justly;

(c) the proceedings or case are between the same parties and arise out of facts which are similar or substantially the same as those contained in a proceedings or case which has been decided by the Tribunal;

(d) the Tribunal considers the proceedings or case (or a part of them), or the manner in which they are being conducted, to be frivolous or vexatious or otherwise an abuse of the

process of the Tribunal; or (e) the Tribunal considers there is no reasonable prospect of the applicant's proceedings or case, or part of it, succeeding.

(4) The Tribunal may not strike out the whole or a part of the proceedings or case under paragraph (2) or paragraph (3)(b) to (e) without first giving the parties an opportunity to make representations in relation to the proposed striking out.

(5) If the proceedings or case, or part of them, have been struck out under paragraph (1) or

(3)(a), the applicant may apply for the proceedings or case, or part of it, to be reinstated.

(6) An application under paragraph (5) must be made in writing and received by the Tribunal within 28 days after the date on which the Tribunal sent notification of the striking out to that party.

(7) This rule applies to a respondent as it applies to an applicant except that—

(a) a reference to the striking out of the proceedings or case or part of them is to be read as a reference to the barring of the respondent from taking further part in the proceedings or part of them; and

(b) a reference to an application for the reinstatement of proceedings or case or part of them which have been struck out is to be read as a reference to an application for the lifting of the bar on the respondent from taking further part in the proceedings, or part of them.

(8) If a respondent has been barred from taking further part in proceedings under this rule and that bar has not been lifted, the Tribunal need not consider any response or other submission made by that respondent, and may summarily determine any or all issues against that respondent.

10. On 15 January 2021 Judge Carr issued Directions affecting both parties to this dispute with clear time limits for both to adhere to. These Directions contained the following Note set out at the end of the Directions in bold:-

“If the respondent fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules”.

11. Notwithstanding the clear requirements in the Directions the respondent has not filed a respondent's bundle, nor a Statement in Response, nor any witness statements, nor any legal submissions: all of which are breaches of the Tribunal's directions to do so, (see

paragraphs 8 and 9 of the Tribunal's directions dated 15 January 2021). Furthermore, although the Tribunal directed the respondent to give access to the property within 21 days of the directions (i.e., by 5 February 2021) access was not given until the keys were finally supplied to the applicant's solicitor at 4 pm on 1 March 2020, meaning that the applicant's surveyor could not inspect until 2 March 2020.

12. These failures on the part of the respondent caused the application by the applicant to bar the respondent pursuant to Rule 9. The Tribunal asked for a response to the application from the respondent who addressed the Tribunal but in doing so said that he was acting on his own, that he did not have money to pay for a solicitor and therefore any fault was his. He said that he had failed to send the documents to the applicant's solicitors and as such his response was "I failed". Nothing in the response from the respondent seemed to the Tribunal to be an understandable or acceptable reason for his failure to comply with the requirements of the Tribunal. In these circumstances the Tribunal felt that the conduct of the respondent was such that it had little choice other than to apply Rule 9 and to bar the respondent from taking further part in the proceedings. The Tribunal did confirm to the respondent that he was welcome to remain online so that he could see and hear the rest of the hearing and this he did. He was therefore able to listen to the details of the evidence put before the Tribunal by the applicant.

The issues and the decision

13. The only issue for the Tribunal to decide is whether or not a breach of covenant or a condition in the lease has occurred pursuant to S. 168(4) of the Commonhold and Leasehold Reform Act 2002. Having heard evidence and submissions from the Applicant and from the Respondent and having considered all of the documents provided, the Tribunal determines the issues as follows.
14. As can be seen from the Schedule in appendix D there are several alleged breaches that refer to several lease clauses namely:-
 - First Schedule – the parcel clause defining the extent of the Demised Premises: – it includes the internal plaster coverings and plaster work and other surfaces, but excludes "*the main timbers and joints of the building and all walls or partitions (whether internal or external) except the plastered surfaces thereof ..*"
 - clause 3(5) – the anti-alterations, the prohibition on cutting, maiming etc any of the walls or timbers and the prohibition on altering the landlord's fixtures on the part of the tenant; specifically not to make any alterations in or additions to the

demised premises or to cut maim alter or injure any of the walls or timbers or to alter the landlord's fixtures

- clause 3(11) - the tenant's covenant not to breach planning enactments;
- Clause 3(12) – the tenant's covenant to comply with statutes, statutory instruments etc;
- clause 4(1) – the tenant's repairing covenant, the subject matter of which includes the following elements of the demise, namely windows, glass, doors, sanitary, water, gas and electrical apparatus, walls, ceilings, drains, pipes, wires and cables²;
- clause 4(2) – the tenant's cyclical (five yearly) painting covenant;
- clause 4(5) and the Fourth Schedule (Regulations), paras 3 (anti-nuisance and annoyance), 17 (blocking the common parts etc), 19 (cleaning the windows)

The Schedule is colour coded by reference to the particular covenant alleged to be in breach.

15. The first and perhaps most serious breach relates to the extensive removal of walls within the property. The demised premises that form the property clearly excludes all walls and partitions whether internal or external but except their plastered surfaces. Notwithstanding this exclusion from the demised premises, it was obvious from the evidence from the surveyor that the respondent has in many places within the property removed both walls and partitions. This is clearly a breach of the covenant prohibiting the cutting or maiming of walls or timbers being very clear and obvious breaches of clause 3(5) of the lease.
16. In the case of *GHM (Trustees) Limited v Glass (2008) LRX/153/2007* which is a decision of the Lands Tribunal about a lease clause, the then President George Bartlett QC wrote that

“The jurisdiction to determine whether a breach of covenant has occurred is that of the LVT. The question whether the breach has been remedied....is a question for the court in an action for forfeiture or damages for breach of covenant.... The breach of covenant has not ceased to exist by reason of the fact that the landlords now know of the assignment and the names of the assignees”.
17. The effect of the Lands Tribunal decision is clear. This Tribunal need only determine whether a breach has occurred. The tribunal is satisfied

that in the light of the evidence set out above that breaches have occurred and as such this Tribunal grants the application for an order that a breach of covenant or a condition in the lease has occurred pursuant to S. 168(4) of the Commonhold and Leasehold Reform Act 2002

18. Rights of appeal available to the parties are set out in the annex to this decision.

Application for costs

19. Counsel for the applicant confirmed that an application for costs will be considered by the applicant once this decision was issued and therefore there was nothing for the Tribunal to consider in regard to costs at the time of the hearing.

Name: Judge Professor Robert Abbey **Date:** 26 April 2021

ANNEX - RIGHTS OF APPEAL

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
3. If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.

APPENDIX D

See attached Schedule of the breaches of covenant complained of compiled by the applicant.

APPENDIX D

SCHEDULE OF THE BREACHES OF COVENANT COMPLAINED OF.

Dated 4th March 2021 This Schedule is completed by the Applicant's Expert

<i>1</i> <i>Item</i> <i>No.</i>	<i>2</i> <i>Lease</i> <i>Clause</i> <i>No.</i>	<i>3</i> <i>Breach complained of</i>	<i>4</i> <i>Remedial works required to remedy the</i> <i>Breach</i>	<i>5</i> <i>Tenant's comments v</i>
1	3(5) External Rear	Walls The sill has been hacked off to the flank wall	Replace brick sill to match existing.	
2		Windows Timber sash window has been removed from rear room. The window has been located in the hallway of the basement.	Timber sash window to be overhauled, glass replaced, putty, fixings. Sash cords replaced, timber cleaned, repaired where defective and replaced in opening and painted.	

Surveyor, Angela M Lyon BSc, MSc, FRICS (QS & BS), FFPWS.

It is to stand as the Surveyor's expert report in the proceedings before the FTT (Kronic v Moses : LON/00AW/LBC/2020/0061)("the Proceedings") and is therefore addressed to the Tribunal

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>Item No.</i>	<i>Lease Clause No.</i>	<i>Breach complained of</i>	<i>Remedial works required to remedy the Breach</i>	<i>Tenant's comment</i>
3		Downpipes removed and altered to the rear.	Downpipes to be renewed and fixed with brackets to the walls. Downpipes to be connected to the gutters in accordance with British Standards. Downpipes to be connected to back inlet gullies.	
4		Manhole Alteration of manhole to provide new connections. The additional to the existing manhole services has created a slow flow from the main house providing smells periodically. The manhole lid appears to be incomplete but it is covering the manhole.	The connections to the manhole are to be corrected and joined to the building standards and to be signed off by the Building Control Officer. Replace manhole cover with standard effective seal to meet British standards	

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>Item No.</i>	<i>Lease Clause No.</i>	<i>Breach complained of</i>	<i>Remedial works required to remedy the Breach</i>	<i>Tenant's comment</i>
5		External pavements removed, the sub-structure removed and exposing the soil and the manhole is now exposed.	The sub-structure must be covered with a statutory height of hardcore and sand. The level of the pavement must meet the existing level that exists to the remainder of the garden.	
6		The garden is over-run with vegetation.	This should be cut down and left in a decent condition	

7	3 (5) Internal Hall	Ceiling The ceiling joists are exposed and the plasterboard and the insulation have been removed to the majority of the hallway.	The ceiling insulation needs to be put back. The stability of the joists and should be checked to make sure they are sound and not rotten and then two layers of plasterboard, one including fire and the other including sound should be put in place to the ceiling.	
---	------------------------	---	--	--

<i>1</i> <i>Item No.</i>	<i>2</i> <i>Lease Clause No.</i>	<i>3</i> <i>Breach complained of</i>	<i>4</i> <i>Remedial works required to remedy the Breach</i>	<i>5</i> <i>Tenant's comment</i>
8		Walls The walls to the party wall have been re-plastered and to the various rooms opposite the party wall have had either plasterboard amendments to the new layout or the existing walls which have been plastered. All the skirting has been removed To the walls in the hallway that have been altered and extended by use of stud wall partitioning some which have stud plasterboards attached to them and some that do not.	The original walls that were plastered should be painted. The walls should be painted with two coats of Dulux or similar. The skirting should all be replaced and painted with primer and two coats of gloss. All of the new stud walls and the plasterboard have to be removed. The original walls should be replaced using either block or brick or studs. All stud walls must have insulation, plasterboard, skimmed and painted. Blackwall's should be	

<i>1</i> <i>Item No.</i>	<i>2</i> <i>Lease Clause No.</i>	<i>3</i> <i>Breach complained of</i>	<i>4</i> <i>Remedial works required to remedy the Breach</i>	<i>5</i> <i>Tenant's comment</i>

			plastered and painted and new skirting should be added.	
9		<p>Electrics and Heating</p> <p>There is no electrical rose or lights or any sockets in place.</p> <p>Some of the heating pipes are not in position.</p>	<p>Allow for replacing all sockets and switches and light fittings.</p> <p>All heating pipes and radiators should be put back in position in the hallway.</p>	
10		<p>Floor</p> <p>Approximately twothirds of the marble floor have been removed. The floorings now a concrete floor with no screed finish.</p> <p>The marble is scuffed, scratched and dented throughout.</p>	<p>The floor should be prepared for a new marble finish and the marble should be completed to the full length of the corridor.</p>	

<i>1</i> <i>Item No.</i>	<i>2</i> <i>Lease Clause No.</i>	<i>3</i> <i>Breach complained of</i>	<i>4</i> <i>Remedial works required to remedy the Breach</i>	<i>5</i> <i>Tenant's comment</i>
11	Front Room	<p>Ceiling</p> <p>The ceiling of the front room has been plastered not decorated.</p>	Decorate the ceiling.	
12		<p>Walls</p> <p>One wall has been amended to suit the new layout in the front room.</p> <p>All the walls were plastered but not decorated and with no skirting.</p> <p>All the skirting has been removed.</p>	<p>Demolish the new intermediary wall, build the central wall into the original location brick wall and plastered both sides.</p> <p>All skirting should be replaced and painted and decorated.</p>	

13		Doors There is no door to the room, there is no frame, no handle, no fittings but there is an opening.	Provide new frames for the door, architraves and a door with hinges, handles and the like in the newly	
----	--	---	--	--

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>Item No.</i>	<i>Lease Clause No.</i>	<i>Breach complained of</i>	<i>Remedial works required to remedy the Breach</i>	<i>Tenant's comment</i>
			formed location to match the original layout.	
14		Floors The floors are concrete with noscreed finish.	Screed concrete and provide finish	
15		Electrics There is no rose to the ceiling. There are no sockets to the walls or switches.	Provide all sockets and switches to the room including first and second fix.	
16		Heating There are no radiator pipes to this room and there are no radiators in this room.	Replace all pipework for heating and provide all radiator fittings and the radiator.	
17	Second Room	Ceiling		

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>Item No.</i>	<i>Lease Clause No.</i>	<i>Breach complained of</i>	<i>Remedial works required to remedy the Breach</i>	<i>Tenant's comment</i>

		The ceiling is exposed with no plasterboard, the joists are new. Providing a room from the hallway and to the back of the third room.	The ceiling layout will have to be changed to accommodate the original layout. Insulation and install two layers of plasterboard, and decorate.	
18		Walls The walls have been removed to provide this second room. There are steel columns with brick piers in this second room. There are studs in place to provide the new layout.	The main supporting wall which was removed is to be replaced and the columns and steel beams are to be removed. The stud work to the walls to be removed and the wall is to be re-built in brick and should be plastered, painted and skirting put on.	
19		Floors The floors are concrete with no screed with no coverings.	Screed is required and the floor covering is required.	

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>Item No.</i>	<i>Lease Clause No.</i>	<i>Breach complained of</i>	<i>Remedial works required to remedy the Breach</i>	<i>Tenant's comment</i>
20		Doors No doors in the second room.	The new door opening has to be formed into the existing layout and new frames, architraves, door and lining and fittings to be put in place.	
21	Third Room	Ceiling The ceiling is fully plastered not decorated.	Decorate. In the case of the third room the size has been amended so the ceiling will have to be amended to comply with the original layout of the building.	

22		Walls The walls have been plastered but not decorated. The walls have been re-constructed of stud to	The new walls are to be removed and the existing layout to be put in	
----	--	---	--	--

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>Item No.</i>	<i>Lease Clause No.</i>	<i>Breach complained of</i>	<i>Remedial works required to remedy the Breach</i>	<i>Tenant's comment</i>
		provide for the new layout. The skirtings are missing. No plaster or decoration.	place, provide skirting and decorate walls and skirting.	
23		Electrics There are no first or second fix electrics to room three.	Provide all the first and second fix electrics the original layout	
24		Heating The radiator points the pipework to the radiators are not in place.	Put in heating pipes and radiators in the original layout, decorate and leave in working order.	
25		Door The door opening is in place in the new layout.	Provide a new door opening for the original layout. Provide frame, lining, door fittings etc.	

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>Item No.</i>	<i>Lease Clause No.</i>	<i>Breach complained of</i>	<i>Remedial works required to remedy the Breach</i>	<i>Tenant's comment</i>
26	Fourth Room	Ceiling This room is extended into the hallway and the ceilings are exposed new timber joist to ceilings.	Amend the ceiling joist to comply with the original outline of the rooms and then once the joists are amended then the ceiling plasterboard will be applied and decorated.	

27		Walls The walls are stud walls with no plasterboard.	The walls to this fourth room will be amended and totally removed amending the hallway so that it is the original width. Remove all the studs and the plasterboard to expose the original line of the wall in the hallway.	
28		Floor		

<i>1</i> <i>Item</i> <i>No.</i>	<i>2</i> <i>Lease</i> <i>Clause</i> <i>No.</i>	<i>3</i> <i>Breach complained of</i>	<i>4</i> <i>Remedial works required to remedy the Breach</i>	<i>5</i> <i>Tenant's comment</i>
		The floor is concrete with no screed.	Provide screed and a covering to the floor.	
29		Door	The door opening is to be amended to the original structure and a door frame and architrave and fittings to be put in place.	
30		Electrics There are no first or second fix electrics in this room.	Provide first and second fix electrics into this amended area which is the hallway which was reduced.	
31		Heating There are no heating pipes that are visible in this fourth room.	Provide the radiator pipes and the radiators to this area.	
32	Fifth Room	Ceiling	Amend the ceiling in relationship to the original layout of the flat and	

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>Item No.</i>	<i>Lease Clause No.</i>	<i>Breach complained of</i>	<i>Remedial works required to remedy the Breach</i>	<i>Tenant's comment</i>
		The ceiling is exposed timber joists.	once that is done then provide the plasterboard and the decoration to the ceiling.	
33		Walls The walls are stud with a door opening.	To remove the studwork to leave the original layout which was a wider hallway and then the studwork and plasterboard etc is to be removed and the original wall to be constructed plaster boarded and decorated.	
34		Floor The floor to this room is an open floor with soil drainage lying in the open concrete floor.	Remove the drainage, concrete over the opening and remove the studs to this fifth room. Re-screed the floor and provide a finish.	
35		Electrics		

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>Item No.</i>	<i>Lease Clause No.</i>	<i>Breach complained of</i>	<i>Remedial works required to remedy the Breach</i>	<i>Tenant's comment</i>
		There are no electrics in this area.	Provide the first and second fix power and electrics to this original layout.	
36		Heating There is no evidence of first or second fix pipework or radiators in this area.	Provide this hallway area once the studs are removed with the new pipework to this area for central heating and provide radiators for this area.	

37	Sixth Room	Ceiling The ceiling is plastered throughout but there is no decoration.	Decorate the ceiling.	
38		Walls The walls have been amended to make this room smaller than the original layout.	Remove the studwork that is in place add stud, plasterboard and decorated once completed.	

1 Item No.	2 Lease Clause No.	3 Breach complained of	4 Remedial works required to remedy the Breach	5 Tenant's comment
39		Floor The floor is a concrete floor without any screed covering.	Amend the floor as the size of the room has been decreased. Concrete and screed provide a covering to this floor.	
40	3 (4) Hall, Second Room, Fourth Room, Fifth Room.	Ceilings There is no plasterboard or decoration.	Replace all plasterboard and decorate.	
41		Walls There is no plaster-board, skirting or decoration.	Replace all skirting and decorate walls.	

1 Item No.	2 Lease Clause No.	3 Breach complained of	4 Remedial works required to remedy the Breach	5 Tenant's comment

42		Floors There is no screed or finish.	Replace the screed and floor covering	
43		Doors There are no doors, architrave or lining.	Replace doors, architrave, lining, ironmongery etc and decorate	
44		Windows The window to the fifth room has been removed this is described in the external section.		
45		Electrics No electrics	Provide all first and second fix electrics and leave in working order.	

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>Item No.</i>	<i>Lease Clause No.</i>	<i>Breach complained of</i>	<i>Remedial works required to remedy the Breach</i>	<i>Tenant's comment</i>
46		Heating No heating, water pipes or radiators	Provide heating pipes and radiators and leave in working order.	
47	Front Third and Sixth room	Ceiling There is no decoration.	Decorate	
48		Walls No skirting or decoration.	Replace skirting and decorate.	

49		Doors There are no door frames or doors	Provide doors and door frames and make good defective opening and decorate.	
50		Windows		

<i>1</i> <i>Item No.</i>	<i>2</i> <i>Lease Clause No.</i>	<i>3</i> <i>Breach complained of</i>	<i>4</i> <i>Remedial works required to remedy the Breach</i>	<i>5</i> <i>Tenant's comment</i>
		To front room windows paint is peeling and cracks between the frames and the reveals.	Repair and paint all windows, one undercoat and two gloss.	
51		Electrics No electrics	Provide all electrical first and second fix and leave in working order.	
52		Heating There are no water pipes or radiators.	Provide water pipes and radiators and leave in working order.	
53	Sixth Room	French Doors Broken glass and rotten timber frame, mullions to both of the leaves of the door.	Replace timber glazed French Doors completely.	

<i>1</i> <i>Item No.</i>	<i>2</i> <i>Lease Clause No.</i>	<i>3</i> <i>Breach complained of</i>	<i>4</i> <i>Remedial works required to remedy the Breach</i>	<i>5</i> <i>Tenant's comment</i>
54	4 (2)	All of the areas that require decorating every five years have not been decorated.	Decorate the flat internally throughout.	

55	4 (3)	Exposure and adaptation of the sanitary waste and water and water pipes in the rear garden.	Alter and repair all of the damaged sewer connections and the joints, to the original state.	
56		Rainwater Goods The rainwater goods to the rear of the main building have been removed.	Replace all rainwater goods and connect to the gullies etc to all the water flow from the roof to the ground floor.	
57	Fourth Schedule 17a	Hall Internal hall and storage to passageway in the common areas as well as internal into the building is prohibited. The	Remove all of the debris, bags of rubble. Remove tools, material, plaster, bricks, plasterboards etc and all of these from the premises.	

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>Item No.</i>	<i>Lease Clause No.</i>	<i>Breach complained of</i>	<i>Remedial works required to remedy the Breach</i>	<i>Tenant's comment</i>
		storage of rubble to the complete corridor is noted in this area.		
58	19	The windows are dirty	Clean all windows.	
59	5 (4)(a) (i)	The main structure has been altered.	Remove the steel structure and replace where the central supporting wall.	
60		The structural timbers have been removed in some areas of the flat.	Replace all structural timbers.	
61		External front and rear The exterior walls		

62		Exterior rain pipes to the rear are missing.	Replace and maintain these gutters and downpipes which serve the whole building.	
63		The manhole, water course and external waste has been amended	Check and replace all nonacceptable non-standard joints and	
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>Item No.</i>	<i>Lease Clause No.</i>	<i>Breach complained of</i>	<i>Remedial works required to remedy the Breach</i>	<i>Tenant's comm</i>
		and not correctly maintained when works were carried out on this water course.	pipe work waste serving the manhole and replace all connections that are poorly constructed from the underground water services.	