



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

Case Reference : CHI/29UN/LBC/2016/0014

Property : Flat 9, 2-8 Athelstan Road,
Cliftonville,
Kent CT9 2BF

Applicant : Olympia Homes Ltd

Representative : Mr A Basten (counsel),
Direct Access barrister

Respondent : Mr. Mario Georgiou

Representative : In person

Type of Application : Determination of breach of covenant:
Commonhold & Leasehold Reform
Act 2002 s.168(4)

Tribunal Members : Judge M Loveday (Chairman)
R Athow FRICS MIRPM
J Dalal

**Date and venue of
Hearing** : 21 October 2016
Margate Magistrates' Court,
Cecil Square, Margate,
Kent CT9 1RL

Date of Decision : 14 November 2016

DECISION

Background

1. This is an application under Commonhold & Leasehold Reform Act 2002 s.168 for a determination that a breach of a covenant or a condition in the Lease has occurred. The matter relates to a lease of Flat 9, 2-8 Athelstan Road, Cliftonville, Kent CT9 2BF. The Applicant is the freehold owner of the property and the Respondent is the lessee.
2. The s.168 application is dated 16 May 2016. On 21 June 2016, the Tribunal issued directions which included the following:
 - a. By paragraph 5, that the Applicant should by 27 July 2016 send the Respondent “amplified reasons for the Application” and “any signed witness statements of fact”.
 - b. By paragraph 6, that the Respondent should by 24 August 2016 send to the Applicant a statement in response and any signed witness statements of fact.

A hearing took place on 21 October 2016, when the Applicant was represented by Mr Alexander Bastin of counsel. The Respondent appeared in person.

THE LEASE

3. By a lease dated 22 November 2004, the Flat was demised for a term of 99 years from 1 January 2004. The material covenants on the part of the lessee are as follows:

**“THE FIFTH SCHEDULE
PART I
LESSEE’S COVENANTS**

.....

9. To permit the Lessor the Lessor’s Managing Agents and their duly authorised Surveyors or Agents with or without workmen at all reasonable times by appointment (but at any time in case of emergency) to enter into and upon the Flat or any part thereof for the purposes of rectifying any lack of repair causing or likely to cause loss or damage to any other flat or part thereof in the Building or viewing and examining the state of repair thereof or of the Flat.”

...

14. Not at any time without licence in writing of the Lessor first obtained (which shall be at the absolute discretion of the lessor AND in each case when such licence is required to pay to the Lessor’s Agents all fees (inclusive of Value Added Tax) incurred in the giving of such licence Nor except (if such licence shall be granted) in accordance with plans and specifications previously approved by the

Lessor and to the Lessor's reasonable satisfaction and in compliance with all relevant Local Authority regulations and requirements to make any alteration or addition whatsoever in or to the Flat either externally or internally or to make any alteration or aperture in the plan external construction height walls timbers elevations or architectural appearance thereof not to cut or remove the main walls or timbers of the Flat unless for the purpose of repairing and making good any defect therein nor to do or suffer in or upon the Flat any wilful or voluntary waste or spoil PROVIDED THAT this covenant shall be so limited as not to apply to any alteration addition or replacement of the fixtures and fittings from time to time installed in the Flat."

STATUTORY PROVISIONS

4. The Commonhold and Leasehold Reform Act 2002 restricts forfeiture of residential leases as follows:

"168. No forfeiture notice before determination of breach

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 (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."

INSPECTION

5. The Tribunal inspected the premises before the hearing. In addition to the Tribunal members, the Respondent, two representatives of the lessor and counsel attended throughout.
6. The premises comprise a former hotel c.1900 close to the seafront in Cliftonville on four storeys. It is constructed of fair faced brick with concrete tile pitched roofs. There are two communal entrances to the street which are accessed up brick staircases from ground level. The

Tribunal was shown under stairs cupboards with electrical meters. The door lock was inoperable and the door was therefore open to the street and insecure. There was an external intercom system at the top of the access steps. The street door gave access to a hallway and then up the stairs to first and second floor levels. Most flats have white painted 6 panel moulded composite doors onto the common parts. However, the subject premises had a grey painted steel front door and metal security frame. There were six large holes drilled into the door and lock and spindle for a door handle.

7. Internally, the Flat was in poor repair and was undergoing works, with radiators hanging off walls a missing bath panel, no water to the WC etc. The internal doors to the flat were again 6 panel moulded composite ones.

THE APPLICANT'S WITNESS STATEMENT

8. The Applicant wished to rely on an undated witness statement of Sohila Tamiz to support its case. It appears her witness statement was not received by the Respondent until 10 October 2016, which was outside the time specified by paragraph 5 of the Directions and after the Respondent had provided his Statement of Case dated 24 August 2016. An initial issue arose about the evidence of Ms Tamiz which the Tribunal dealt with at the start of the hearing
9. Counsel for the Applicant accepted the statement had been served outside the time specified by paragraph 5 of the Directions. However, he contended the evidence was material and that the late service had not caused any prejudice to the Respondent. The Applicant had served its Statement of Case on 11 August 2016 and this was in substantially the same form as the witness statement. The Respondent had been able to deal with all these matters in his own Statement of Case. In any event, he had had further time before the hearing to consider the statement itself and to deal with it at the hearing.
10. The Respondent objected to the witness evidence because (i) it had not been served by the date specified in paragraph 5 of the Directions and (ii) he had suffered prejudice because he prepared his Statement of Case and evidence (dated 24 August 2016) without being aware of Ms Tamiz's evidence.
11. The Tribunal indicated that it would permit the Applicant to rely on the evidence of Ms Tamiz. Its reasons can be summarised as follows. The prejudice caused to the Applicant in not allowing the evidence to be heard would be very significant indeed, since it would effectively have no case to advance. The Tribunal accepted that prejudice had been caused to the Respondent because his Statement of Case of 24 August 2016 was prepared without full knowledge of the Applicant's case. However, that prejudice could be overcome by permitting the

Respondent to rely on arguments at the hearing which he did not specifically address in his Statement of Case.

ACCESS

12. Evidence. The Applicant referred to a previous decision of the Tribunal in case no.CHI/29UN/LBC/2015/0025 dated 31 March 2016 which involved the same parties. The decision related to a similar application for a determination of breach of para 9 of Part 1 of the Fifth Schedule. In its decision (a determination on the papers without a hearing), the F-tT had rejected an argument that the Respondent was in breach for failing to allow access. The reason given (para 44 of the decision) was because an emailed request for an inspection had given less than 48 hours' notice to the Respondent. The Tribunal had also suggested a written request could also have been hand delivered to the Respondent's home on the same date.
13. In relation to the present breach, Ms Tamiz stated that the Respondent "has continuously refused us access to his property". She produced an email request for access dated 18 April 2016 (timed at 16:19) which was addressed to the Respondent at his email address. This stated that:

"We want to inspect your flat on Wednesday 27 April 2016 at 11:30am. Failure to give us access on the 27 April 2016 or arranging an alternative date, you will give us no option but to commence proceedings against you in the First Tier Tribunal for breach of lease without any further notice to you."

In response to questions from the Tribunal, Ms Tamiz said the email had been sent by her son Pedram from his mobile phone using her name. Ms Tamiz also referred to a letter dated 18 April 2016 and she produced a copy of the letter. This stated that:

"We want to inspect your flat on 27 April at 11.30am. I would be grateful if you could confirm that you will arrange access for us on the 27 April 2016."

In response to questions from the Tribunal, Ms Tamiz said she had instructed her son to deliver the letter to the Respondent's home and to tape a note to the door of the flat. She had seen the note attached to the door of the flat when she visited the premises, but could not say whether it was the same as the letter mentioned above.

14. On 24 April, the Respondent replied to the email stating:

"I will not be available to allow access for the inspection on 27 April 2016 as I have other commitments. The earliest I could accommodate an inspection would be May 9 2016."

In cross-examination, Ms Tamiz stated that she considered this was an agreement to inspect. However, she admitted she had not read it

directly, but that Pedram had told her about it. On 29 April 2016, the Applicant responded:

“Thank you for your email. We wish to inspect to view the state of repair of your flat pursuant to paragraph 9 of the 5th schedule of your lease on the 9th May 2016. Could you confirm what time we could inspect your flat on the 9th May 2016. Please reply within the next 48 hours.”

Again, Ms Tamiz stated in re-examination that this email was sent by her son in her name. No response was received.

15. When questioned by the Tribunal, Ms Tamiz initially stated that “we sent a subsequent email chasing [the Respondent] about the time of the appointment on 9 May.” In cross examination, the Respondent pressed her on the lack of any copy of the alleged chasing email. She stated that the email ought to have been in the bundle – and she had not prepared it. However, in re-examination, Ms Tamiz stated at one point that following the message of 29 April 2016, she was “not sure whether there are [sic] other emails after that date.” She then stated that “after this email, we didn’t send any more emails to Mr Georgiou. We were waiting for Mr Georgiou to get back to me with a time, but he didn’t get back to us.”
16. Ms Tamiz stated that she went to Flat 9 on 9 May 2016, but there was no sign of the Respondent and no-one gave her access. In reply to questions from the Tribunal, Ms Tamiz stated she had stayed in the building all day from 10.00am.
17. Ms Tamiz was also asked about her understanding of the Respondent’s email of 24 April 2016. Her most complete answer was given in re-examination, where she stated that “our understanding was that Mr Georgiou was happy with the 9 May. Perhaps my understanding was not good enough. My English is not so good, but Pedram is a lecturer and his English is good.”
18. As stated above, the application was issued on 16 May 2016.
19. The Respondent relied on his Statement of Case and gave oral evidence at the hearing. He accepted he had seen both the email and the letter dated 18 April 2016 requesting an inspection. The latter had been received in the post around 19 April. In cross-examination, he stated that he had not received the email immediately, but after he got the letter he checked his emails and found the email request for access. He had not replied for 6 days because he felt the requested inspection was not an “emergency issue”. The Respondent had received the email of 29 April 2016. In cross-examination he stated he had not replied because “the landlord had not agreed a time”. It was put to him that he had simply “brushed over and ignored” the request for access and that there had been a “conscious decision not to reply”. The Respondent responded he “didn’t know how to reply”.

20. The Respondent had not received any other letters or emails relating to this matter before the application was issued. He had also visited the Flat before 9 May and there was no note attached to the door. The Respondent had been willing to agree to an inspection – indeed, he had been anxious to point out problems with the Flat. However, like previous requests for access, the email of 18 April came with a threat of legal action. The Applicant had been aware for some time that there were issues with the non-functioning intercom and an insecure street door, and the Respondent wanted some assurances about those matters – so he wanted a response.
21. The Respondent referred to previous inspections and attempts at inspections. The Applicant had been able to inspect the Flat on 2 September 2015, when its surveyor inspected in connection with County Court proceedings. The court ordered an inspection, and the respondent complied. In cross-examination, the Respondent accepted that the judge had made a debarring order for inspection, although he had not been aware of the order at the time. Since then, the previous Tribunal found a further request for an inspection made in February 2016 had only given 2 days' notice.
22. The Applicant's case. The Applicant submitted in opening that paragraph 9 included four elements:
- a. To “permit the Lessor” etc.
 - b. At “all reasonable times by appointment (but at any time in case of emergency)”.
 - c. To “enter ... the Flat” etc.
 - d. For the purposes of ... “viewing and examining the state of ... the Flat” etc.

The main issue related to the second element.

23. The Applicant submitted there was no doubt a request had been made “to permit” the Applicant to “enter ... the Flat” for the purposes of “viewing” it. So much was clear from the email and letter of 18 April 2016. They gave some 9 days' notice, which was a reasonable period. The Respondent had made much of the ‘threat’ of legal action contained in the email, but there had been a history of not allowing access: see the previous Tribunal proceedings and the debarring order made by the County Court. It was also suggested that the period of the inspections was not an unreasonable one – the demand in this case came some 8 months after the surveyor had inspected for the purposes of the County Court claim.
24. As far as the Respondent's email of 24 April is concerned, it did not look like a terribly co-operative response. It was equivocal about allowing the Applicant in. However, it did propose a date, namely any date from 9 May onwards. Ms Tamiz then came back with a specific request on 29 April to give a time for the inspection. There was then a deafening silence.

25. The reasons given by the Respondent for his email of 24 April 2016, namely “I didn’t know how to respond”, was not a terribly good answer. The truth was the Respondent felt the landlord was not engaging with him about other issues. There was therefore a conscious decision not to reply properly. To her credit, and perhaps hoping for the best, Ms Tamiz then goes to the property on 9 May.
26. When asked about the phrase “at all reasonable times by appointment”, counsel contended that the words “by appointment” were words with no meaning or purpose (“mere surplusage”). It could not have been the intention of the parties that the lessee could veto any “reasonable” date for inspection offered by the lessor. That would render the obligation to permit inspection wholly inoperable. In any event, a refusal to respond is a refusal of an “appointment ... to enter ... for the purposes of ... viewing and examining the state of repair ... of the Flat”. An “appointment” did not need to be so specific that there was an agreed time for the inspection before the covenant was breached. There was an obligation on the Respondent’s part to engage with the process.
27. The Respondent’s case. The Respondent suggested there had been problems with the intercom which meant there was effectively no security for the Flat. The requests for inspection were also always accompanied by threats. He had therefore wanted a response about his concerns – but the landlord simply ignored them.
28. As to the meaning of the words “by appointment”, the Respondent submitted that these words did make a difference. He suggested that “otherwise there would be carte blanche for the landlord to go in”.
29. The email of 24 April was an attempt by him to make an appointment – but the landlord simply did not come back with a time or date. The email of 24 April was not an agreement about a time for the appointment and it did not say an inspection could take place on 9 May. He felt that before starting Tribunal proceedings, the landlord should have given him an opportunity to agree to an inspection.
30. The Tribunal’s Decision. The Tribunal’s findings of fact are as follows:
- a. The Applicant’s letter of 18 April 2016 and the email sent by Pedram Tamiz from his mobile phone on the same day were both received by the Respondent. At the latest, they were received on 24 April 2016, when the Respondent replied.
 - b. It was not disputed that the Respondent responded by way of an email to Pedram Tamiz’s email address on 24 April. This was read by no later than 29 April 2016, when Pedram responded.
 - c. The Tribunal finds the email of 29 April 2016 was received by the Respondent. The date of receipt is unclear.
 - d. The Respondent did not reply to this email.
 - e. There were no further emails in relation to access. This finding is for a number of reasons. First, it is clear that Ms Tamiz relied on her son to send emails through his mobile telephone, rather than composing them herself and sending them. By her own

admission her English is poor. Mr Pedram Tamiz did not give evidence that further emails were sent. Secondly, there is no mention at all about further emails in the Applicant's witness statements, Statement of Case or in the bundle. That would have been expected had there been further email correspondence. Thirdly, Ms Tamiz's evidence was unsatisfactory in relation to these alleged later emails and she gave three conflicting pieces of evidence about them. Insofar as there is a conflict of evidence between the two witnesses, the Tribunal prefers the evidence of Mr Georgiou on this point, namely that there were no further emails after 29 April 2016.

- f. Ms Tamiz attended the premises on 9 May 2016 and she remained in the building for much of the day. She could not get access to the Flat.
 - g. The Application in this matter was dated 16 May 2016.
31. There is an issue about the meaning of the phrase in paragraph 9 "at all reasonable times by appointment (but at any time in case of emergency)". This is a pure question of construction, and the Tribunal must therefore apply the five familiar principles summarised by Lord Hoffmann in *ICS v West Bromwich BS (No.1)* [1998] 1 WLR 896, HL and more recently considered in *Arnold v Britten* [2015] UKSC 36, [2015] 2 WLR 1593.
32. The Tribunal bears in mind that the provision under consideration is a right of a landlord to go onto premises which it has (by the lease) already demised to the lessee. Paragraph 9 must therefore be interpreted in the context of any covenant for quiet enjoyment in the lease and taking into account the lessor's obligation not to derogate from its grant. In this case, it so happens that the lease includes an express covenant for quiet enjoyment (see paragraph 1 of the Sixth Schedule Part III) but a covenant for quiet enjoyment would have in any event been implied. The Respondent is a lay person, not a lawyer, but he highlights the significance of derogation from grant in his Statement of Case at paragraph 4. The Tribunal considers he was right to do so.
33. As far as the words "by appointment" are concerned, the Tribunal has no hesitation in rejecting the contention that they are mere surplusage. Without those words, it would at least be arguable that the landlord could enter the Flat without giving any notice at all to the lessee, provided it entered at a time which was objectively reasonable. This would significantly curtail the covenant for quiet enjoyment and the lessor's obligation not to derogate from grant. As the Respondent put it, if this was right, the landlord would have "carte blanche to go in". The words therefore serve as a quite deliberate and important check on the right of entry. Moreover, the words "by appointment" deal with something qualitatively different to the rest of the provision in paragraph 9. They supply a *machinery* for achieving access, albeit a rudimentary one, whereas the rest of the provision deals with the *circumstances* when access must be given.

34. On the assumption the words “by appointment” are given some meaning, the qualification to the right of entry in paragraph 9 is *prima facie* a strict one. The adjective “reasonable” qualifies the word “times”, not the word “appointment”. However, the Applicant contends there must be an obligation on the part of the lessee to engage with the appointment process and the Tribunal agrees with this. There will be an implied obligation (to achieve business efficacy) for both parties reasonably to engage with the appointment process.
35. More significantly, in the Tribunal’s view the concept of an “appointment” requires mutuality. The evident purpose is to give the parties joint control over the timing of the lessor’s entry, rather than reserving the decision about timing to the lessor alone. There is further support for mutuality from the fact that paragraph 9 envisages a number of kinds of rights to go onto the land “by appointment”, some of which (such as carrying out works) might be seriously inconvenient for the lessee’s occupation. Giving the lessee an element of control over timing through a mutually agreed appointment would achieve that.
36. The Applicant also suggests an “appointment” does not need to be specific about an agreed time for inspection for a rejection to amount to a breach of covenant. However, the Tribunal rejects this contention for the following reasons:
- a. Paragraph 9 specifically refers to “times” of entry, and not “dates”.
 - b. The requirement is for an “appointment”, and an “appointment” requires some certainty of time as well as date.
 - c. Unless and until a time is proposed, the lessee cannot know whether the “appointment” under consideration is at a “reasonable time” or not. It cannot therefore know whether a rejection would amount to a breach of covenant.
 - d. Other parts of Part I refer to “dates” (for example, paragraph 2), so the draftsman apparently distinguishes between the two.

The Tribunal therefore takes the view that a lessee will usually only be in breach of the covenant where it unreasonably fails to engage with the “appointment” process, but that process must at least have become specific about the “times” of entry.

37. Applying this interpretation to the evidence in this case, the Tribunal does not consider the motivation of the Respondent to be of significance. It is perfectly possible to breach a covenant for the wrong reason, or to act properly for the wrong reason. The sole question is whether, objectively, the Respondent acted in breach of paragraph 9. Similarly, the Tribunal does not accept two other possible reasons as to why it might be reasonable not to engage with the appointment process. The interval between inspections of 9 months is not so onerous, given the state of repair of the Flat. Similarly, any breach by the landlord of its obligations to repair the intercom and street door are not a sufficient excuse for refusing inspections.

38. Considering the negotiations set out in the emails, the approach of the Applicant was not a conspicuously attractive one. As pointed out by the Respondent, the first request to inspect was accompanied by an express threat of legal action. It then failed to respond to concerns raised by the Applicant about security in the block, and issued the application just over week after the 9 May 2016. Moreover, the Applicant has now inspected the property, albeit in connection with this claim.
39. However, the issue here relates to paragraph 9 and the question whether the Respondent failed properly to engage in the appointment process. In this respect, the most important correspondence is the email of 29 April referred to above. The Applicant suggested a date to inspect the Flat, but not a time. Was this fatal to its case? In the Tribunal's view, it is. The Applicant was not dealing with any "appointment", within the meaning of paragraph 9, because the proposal did not refer to a suggested time. The parties were therefore one stage short of engaging in a discussion about an "appointment". This stage was an important one because it was necessary to have a time in order to have an "appointment".
40. It may well be that a refusal to engage at an earlier stage could in some circumstances amount to a breach of paragraph 9 by a lessee – such as an express refusal to countenance any inspection at any stage, and irrespective of the purpose or the timing of such an inspection. However, that was not the situation here. The Respondent had indicated he would permit an inspection in his email of 24 April 2016.
41. It follows that the Tribunal does not, on the particular words of this covenant, and the facts of this application, find the Respondent has broken paragraph 9 of Part I of the Fifth Schedule to the Lease.

ALTERATIONS

42. Evidence. The Applicant's evidence was simplicity itself. Ms Tamiz contended that the front door had been changed from an original six panel white painted door to a metal framed security door in about 2013, and that no consent had ever been sought or obtained. The frame and surrounding plaster had also deteriorated. Ms Tamiz stated in her evidence in chief that the door had been changed by mortgagees in possession after the flat was repossessed for mortgage arrears. In cross-examination, Ms Tamiz accepted the change occurred in about 2013. There had been a six panel door with letterbox, and this added a little bit of beauty to the building. She accepted there had been problems with the communal intercom, which had been repeatedly broken by visitors to the flats in the building who had forced themselves in. It became too expensive to continually replace it, so the intercom was left as it was.
43. The Respondent did not dispute that the front door had been changed. It had been like that when he bought the Flat from the mortgagees. The Applicant had served a s.146 notice in 2014 in relation to the door, but

had not proceeded to court. He had instructed a solicitor and the notice had been withdrawn. He accepted he had received letters asking him to change the door back. In cross examination, he accepted all the other flats had 6 panel doors, but he couldn't say whether the door had been replaced with like for like or not. However, he thought the frame and door had been replaced because it had been kicked in at some stage.

44. The Applicant's case. Mr Bastin submitted that on the balance of probabilities, there had been a white painted six panel door to the flat before the current metal door was installed by the mortgagees in possession in about 2013. Replacement of something with a different form but the same function was an "alteration" and a change in "architectural appearance". The proviso did not apply, since no-one knew whether the door had been broken.
45. The Respondent's case. The Respondent accepted the replacement of the door had been an "alteration or addition ... to the Flat ... externally" within the meaning of paragraph 14. However, he argued the replacement was "for the purpose of repairing and making good [a] defect." Replacement of part of the Flat could be a repair. There was no requirement for the panel door to be replaced with like for like, it could be replaced with a metal one. If it had been broken or damaged, then the door would have required replacement.
46. The Tribunal's decision. The Tribunal finds the following facts:
 - a. On the balance of probabilities, before 2013 the front door to the flat was a white painted six panel composite door. This is consistent with the front doors to the other flats and the internal door to the Flat itself.
 - b. The front door and frame were replaced by mortgagees in possession on behalf of the Respondent's predecessor in title.
 - c. There was no evidence of consent from the Applicant or its predecessors in title to this.
47. Having inspected the door and frame, the Tribunal is satisfied that they were alterations. The form of the metal door and frame are very different to the other doors in the building – and the Tribunal accepts that replacement of something with the same function but different form is sufficient. The new door and frame are also changes in "architectural appearance". The burden then passes to the Respondent to show that the door fell within the proviso, namely that they were works of "repairing and making good". In this instance, the Respondent does not discharge that burden. There was no evidence the original door or frame had been defective or broken compared to their original condition. The most plausible explanation for the action by the mortgagee may well have been a need to increase security by installing a security door. However, lack of security is not given in paragraph 14 as an exception to the requirement to obtain consent to alterations.
48. It follows that the Tribunal finds the Respondent has broken paragraph 14 of Part I of the Fifth Schedule to the Lease. It is, of course true that

the breach was carried out on behalf of previous owners before the Respondent acquired the Flat, that this was some time ago, and that it may have been a response to perceived shortcomings in the security of the building. However, these issues (which were all mentioned by the Respondent) are issues of waiver of any right to forfeit and relief from forfeiture, and they are not matters for this Tribunal.

CONCLUSIONS

49. For the purposes of s.168(4) of the Commonhold and Leasehold Reform act 2002:
- a. The Respondent has not broken paragraph 9 of Part I of the Fifth Schedule to the Lease in relation to access;
 - b. The Respondent has broken paragraph 14 of Part I of the Fifth Schedule to the Lease in relation to alterations.

Judge MA Loveday (Chairman)

14 November 2016

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Appeals

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.