



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

Case reference : **LON/00BH/LBC/2016/0100**

Property : **Flat 20, Bridge Court, 340-354 Lea
Bridge Road, London E10 7JS**

Applicant : **Triplerose Limited (“the landlord”)**

Representatives : **Scott Cohen Solicitors**

Respondent: : **Vassilis Mavrou (“the tenant”)**

Type of application : **For an order that a breach of a
covenant or condition contained in
a leases has occurred**

Tribunal members : **Angus Andrew
Richard Shaw FRICS**

**Date and venue of
determination** : **24 January 2017
10 Alfred Place, London WC1E 7LR**

Date of Decision : **27 January 2017**

DECISION

Decision

1. The tenant breached the obligation in the lease requiring him to register the assignment to him with the landlord.

The application and determination

2. The landlord applied under section 168(4) of the Commonhold and Leasehold Reform Act 2002 ("the Act") for a determination that the tenant was in breach of the covenant in the lease that requires the lessee to register an assignment of the lease with the landlord. Section 168 is set out in the annexe to this decision.
3. Directions were given on 14 November 2016 and they provided for an oral hearing on 18 January 2017. By letter of 3 January 2017 the tribunal directed that the case would be determined by way of a paper determination during the week commencing 23 January 2017. The matter came before us on 24 January 2017.

The covenant

4. The covenant relied on by the landlord is to be found in clause 2(15)(v) of the lease and is in these terms:-

"Upon every assignment transfer underlease mortgage charge or other document affecting this Lease to produce to the Lessor within one month thereafter notice in writing thereof and also if required by the Lessor to produce each such document to the Lessor's Solicitors and pay a fee of Twelve pounds plus VAT for the registration of each such notice or document so produced and to pay the further sum of Ten pounds plus VAT in respect of each such document or instrument this being the fee payable to the Superior Lessor for registration of the same".

The evidence

5. Included in the hearing bundle were (a) copy of the lease (b) official copies of the entries on the registers of the leasehold title and (c) the landlord's statement of case signed by the landlord's solicitor and containing a statement of truth and (d) a witness statement from the landlord's managing agent containing a statement of truth.
6. The tenant has not responded to the application. He did not engage with the tribunal and did not submit any evidence.

Findings of fact

7. The lease was assigned to the tenant for the price of £125,000.
8. The assignment to the tenant was registered at the Land Registry on 29 September 2014.
9. The tenant has not registered the assignment with the landlord and has not paid the registration fee.

Reasons for our determination

10. On the basis of our findings of fact it is self-evident that the tenant has failed to comply with clause 2(15) (v) of the lease.

Name: Angus Andrew

Date: 27 January 2017

Appendix of relevant legislation

The Commonhold and Leasehold Reform Act 2002

Section 168 No forfeiture notice before determination of breach

- (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 sub-section is satisfied if –
 - a) it has been finally determined on an application under sub-section (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 sub-section (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 sub-section (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.