



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

Case reference : **LON/00AF/LBC/2019/008**

Property : **9 Cedar Mount, Mottingham Lane,
London SE9 4RU**

Applicant : **Cedar Mount Limited**

Representative : **Charles Mason (Director)**

Respondent : **Susan Stevens**

Representative : **None**

Type of application : **For the determination of breach of
lease**

Tribunal members : **Tribunal Judge Mullin
Mr Jagger**

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

Date of decision : **15th January 2020**

DECISION

Decisions of the tribunal

(1) The Application is dismissed.

The application

1. The Applicant seeks a determination that a breach of covenant or condition in the lease has occurred pursuant to s.168 of the Commonhold and Leasehold Reform Act 2002.

The hearing

2. The hearing took place on 15th January 2020. The Applicant appeared in person, via its director Mr. Mason and the Respondent did not attend the hearing.

The issues

3. The issues for the tribunal are identified in the Application at part 5. The sole issue is whether the Respondent has breached Paragraph 7(1) of the third schedule of the lease by subletting the property to ‘unrelated persons’.

Analysis & Determination

4. The Property is a two-bedroom purpose built flat in a residential estate of 32 similar dwellings.
5. The lease is dated 14th Day November 1957 and it appears to be common ground that its terms bind the parties. Paragraph 7(1) of the third schedule of the lease provides as follows:

No flat shall be used or permitted or suffered to be used otherwise than as a single private dwellinghouse.

6. It is common ground that the Property has been sublet under an assured shorthold tenancy agreement by the Respondent to two gentlemen who are unrelated to each other. The Tribunal was provided with a copy of the tenancy agreement which is dated 30th November 2018. The tenancy expired on 30th November 2019 and we presume, as there is no evidence otherwise, that a statutory periodic tenancy is now in existence on the same terms.
7. The tenancy agreement describes the two gentlemen as “*collectively and individually “the tenant”*”. The tenancy agreement creates a joint

tenancy in favour of these two gentlemen in respect of the whole of the property.

8. The Applicant takes the view that because the two gentlemen are unrelated and “access to their personal (i.e. not common) rooms is restricted by each individual, [...] the flat is now being used for the purposes of a multiple or shared occupancy”. The Applicant considers this to be a breach of the above lease clause.
9. The Respondent has provided a statement to the tribunal, which is undated but there was no suggestion that it was filed or served otherwise than in accordance with the Tribunal’s previous directions or that the Tribunal should not consider it. In short, the Respondent contends that the property is let under a joint tenancy and that the sub-tenants occupy it as a single household, there is no separation of accommodation and no privately locked rooms and thus there is no breach of lease.
10. The Tribunal agrees with the Respondent. There is no evidence that the flat as been physically divided into more than one dwelling. The tenancy agreement lets the whole of the property to both tenants. They both have an equal right to occupy the whole of the flat, are jointly and severally liable for the whole rent, and appear to be occupying it as a single household. The Tribunal is satisfied the Property is being occupied in accordance with the relevant clause of the lease.
11. In those circumstances the Tribunal dismisses the application.

**Name: Tribunal Judge Mullin
Mr. Jagger**

**Date: 28th
February
2020**

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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.

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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

