



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

Case Reference : **MAN/ooBP/LBC/2024/0001**

Property : **185 Copster Hill Road Oldham OL8 1QQ**

Applicant : **Fairfield Rents Limited**

Respondent : **Zainab Zara Bibi Noon**

Type of Application : **Commonhold and Leasehold Reform Act 2002 (the "Act") Section 168(4)**

Tribunal Members : **Judge L Brown
Mr J Platt
Mr R Anderson**

Date of Decision : **13 March 2025**

DECISION

The Application is granted. The Tribunal determines pursuant to section 168(4) of the Commonhold & Leasehold Reform Act 2002 that breaches of covenant in the Lease have occurred, as recorded in paragraph 16 of this decision.

Background

1. By Application (the “Application”) the Tribunal was requested to make a determination under Section 168(4) of the Commonhold and Leasehold Reform Act 2002 that a breach has occurred of one or more covenants in the lease dated dated 26 July 1911 between Daniel Serle (1) and Joseph Millward (2) for a term of 990 years from the same date at a ground rent of £2.10s.0d (“the Lease”) of the Property.
2. The Property is described in the Application as “A mid-terrace two-storey residential property.”
3. The Applicant owns the freehold title of the Property, registered at the Land Registry under title number GM58092.
4. On 1 June 2017 the Respondent became the registered proprietor of the leasehold interest in the Property, registered at the Land Registry under title number GM5915.
5. The covenants alleged to have been breached are those obligations binding the Respondent set out on page 7 (of 11) of the Lease, being:

“The Lessee hereby covenants -

And also will at his own expense keep insured all the buildings erected on the land hereby demised from loss or damage by fire in some good insurance office to be approved of by the lessor for the time being to the full value of such buildings and will pay all premiums for keeping such insurance and will from time to time when requested produce to the lessor the policy and also the receipt for the payment of the premiums for the current year”

6. Directions were made by the Tribunal on 13 June 2024.
7. There was no request for a hearing. By Order dated 3 February 2025 the Respondent was barred from further participation in the proceedings for failure to provide a bundle of documents. In any event, the Respondent did not engage in the proceedings at all.

Issue

8. Whether the Respondent is responsible for breaches of obligation under the terms of the lease, as claimed.

The Law

9. Section 168(1) of the Act states:

“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 in respect of a breach by a tenant of a covenant or condition in the Lease unless subsection (2) is satisfied”.

Section 168(2)(a) states:

“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”*

Section 168(4)(a) states:

“A landlord under a long Lease of a dwelling may make an application to the First-Tier Tribunal for a determination that a breach of a covenant or condition in the Lease has occurred”.

The Evidence and Submissions

10. In support of the Application the Applicant relied upon a statement containing a statement of truth dated 21 June 2024 by Mr Christopher O'Dell, Director of the Applicant. It was stated *“The Respondent has failed to provide copies of the policy or policies of insurance and receipts for the premium(s) paid, in spite of requests from Fairfield, In the circumstances, the Respondent has also failed to insure the Property with an Insurance Office approved by the Applicant, and possibly failed to insure the Property at all.*

Fairfield has been chasing the Respondent for these documents for some time; the earliest communication being on 8 November 2021. Fairfield has repeated the request more recently, on 16 August 2023 and 13 November 2023. We wrote to the Respondent at the subject Property, and also at the address listed for her at HM Land Registry. No response has been forthcoming to any of these communications.”

11. The Applicant provided copies of the Land Registry title documents referred to above and of the written requests for insurance information and copy policy documents and receipts for premiums.

The Tribunal's Findings and Decision

12. The content, interpretation and effect of the Lease obligations (paragraph 5) were not in dispute. The Tribunal found from the Land Registry information that the Respondent has the benefits and burden of the Lease. The Tribunal found that the Respondent has the obligations identified by the Applicant.

13. The Tribunal found that the Applicant has made reasonable efforts to obtain the information regarding insurance and copy insurance policy through the correspondence recorded by Mr O'Dell and copied to the Tribunal. Those letters have been sent to the only addresses available to the Applicant.
14. The Tribunal found that failure to provide confirmation of appropriate insurance and copy of the policy documents and receipts for payment of premiums were breaches of the Lease obligations.
15. The Respondent has failed to respond to correspondence from the Applicant, to challenge the allegations, or to engage in these proceedings.
16. The Tribunal determined from the above compelling evidence that the Respondent is in breach of the Lease obligations as claimed by the Applicant.
17. No further matters were before the Tribunal.

Tribunal Judge L Brown.

13 March 2025.