



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

Case reference	MAN/ooBS/LBC/2024/0005
Property	106 Crossfield Road, Cheadle Hulme, Cheadle, SK7 5PF
Applicant	G & O Rents Ltd
Respondent	Abdul Mannan Grewal
Type of application	Commonhold and Leasehold Reform Act 2002 – Section 168(4)
Tribunal member(s)	Tribunal Judge L. F. McLean
Date of determination and decision	14th February 2025 on the papers without a hearing in accordance with rule 31 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

DECISION

Decisions of the Tribunal

(1) The Tribunal determines that the Respondent has breached the covenants in his lease of 106 Crossfield Road, Cheadle Hulme, Cheadle, SK7 5PF (“the Property”) relating to provision of insurance documents (namely Clause 2(vi) of the said lease) in that he has failed to provide copies to the Applicant of a receipt for the premium in respect of an insurance policy pertaining to the Property when this was demanded from him on 6th December 2023 and 3rd January 2024.

The application

1. The Applicant seeks a determination pursuant to s.168(4) of the Commonhold and Leasehold Reform Act 2002 that the Respondent has breached the covenants in his lease of 106 Crossfield Road, Cheadle Hulme, Cheadle, SK7 5PF (“the Property”) relating to (1) provision of insurance documents and (2) insuring the Property. The application is unopposed.

Background and Procedure

2. The Applicant is the current landlord of the Property. The Respondent is the current leaseholder of the Property by virtue of a lease made on 18th January 1966 for a term of 999 years between (1) F. Gannon & Son (Manchester) Ltd and (2) Peter Watson (“the Lease”), and was registered at Land Registry as the proprietor of the leasehold estate on 18th December 2020.
3. The Property is said to be a two-storey residence with a garage.
4. The relevant clauses of the Lease provide as follows (insofar as is relevant):-

2. The Lessee hereby covenants with the Lessors as follows:-

[...]

(vi) That the Lessee will at all times during the said term keep the buildings for the time being standing on the land hereby demised insured against loss or damage by fire in the Century Insurance Company Limited of Century House St Peter’s Square in the City of Manchester or such other insurance Company as shall be approved by the Lessors in writing in the full value thereof and will from time to time upon the request of the Lessors or their Agents or Solicitors yearly and every year

produce the receipt for the premium on such insurance for the current year...

5. The Applicant's application was dated 26th January 2024 and was received on 5th February 2024.
6. On 1st May 2024 the Tribunal issued directions to the parties for the filing and serving of the Applicant's case bundle within 21 days, and the Respondent's case bundle within 21 days thereafter. The Applicant was given permission to file and serve a short reply within 7 days after that. The Tribunal notified the parties that it considered that the application was suitable for determination on the papers provided by the parties and without a hearing. The parties were invited to request a hearing within 21 days of receipt of the directions. No request for a hearing was made.
7. The Applicant submitted a case bundle including the Witness Statement of Christopher O'Dell (Director of the Applicant) dated 10th June 2024, within a bundle comprising 35 pages which the Tribunal has read.
8. The Respondent failed to comply with the Tribunal's Directions, and on 28th January 2025, after the Respondent had been warned of the consequences of such non-compliance, the Tribunal made an order barring the Respondent from taking any further part in the proceedings.
9. On 14th February 2025, a Tribunal Judge sitting alone considered the written submissions and documents filed in support.

Grounds of the application

10. The Applicant's grounds of application were set out in its case bundle. In summary, these were that on 6th December 2023 and 3rd January 2024 it wrote to the Respondent asking him to send copies of the receipts for the insurance premium for the Property, but there was no reply.
11. The Applicant submitted that the Respondent's failure to provide the receipts requested indicated that the Respondent had also failed to comply with the insurance requirements.

Issues

12. The only issue which the Tribunal had to decide was whether a breach of a covenant or condition in the Lease had occurred.

Relevant Law

13. The relevant provisions of the Commonhold and Leasehold Reform Act 2002 read as follows:-

(4) A landlord under a long lease of a dwelling may make an application to the appropriate tribunal for a determination that a breach of a covenant or condition in the lease has occurred.

Evidence

14. The Applicant relied on the aforementioned witness evidence which was included in its case bundle.
15. The parties did not raise any material factual issues of dispute in relation to any matters which were relevant to the Tribunal's deliberations.

Determination

16. The Tribunal has only been asked to decide whether a breach has occurred.
17. The Applicant has provided evidence that it requested copies of the receipts for the insurance premium for the Property. Its witness states that there was no reply. This evidence is unchallenged and the Tribunal accepts it as true. This amounts to breaches of the Lease provisions cited above.
18. The Tribunal is not persuaded, on the balance of probabilities, that the Respondent has failed to insure the Property as required by the Lease. Whilst that might well be the case, it is conjecture in the absence of any further direct or circumstantial evidence. The Applicant has not adduced any evidence that it has, for example, enquired of its approved insurers as to whether there is a valid insurance policy in respect of the Property. There is insufficient evidence for the Tribunal to draw the inference which the Applicant has requested.
19. The Tribunal accordingly determines that, in breach of Clause 2(vi) of the Lease, the Respondent failed to provide copies to the Applicant of a receipt for the premium in respect of an insurance policy pertaining to the Property when this was demanded from him on 6th December 2023 and 3rd January 2024.

Name:
Tribunal Judge L. F. McLean

Date: 14th February 2025

Rights of appeal

1. 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.
2. 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.

3. 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.
4. 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.
5. 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.
6. If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).