



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

<b>Case reference</b>	<b>:</b>	<b>LON/00AE/LBC/2025/0609</b>
<b>HMCTS code (paper, video, audio)</b>	<b>:</b>	<b>In person hearing</b>
<b>Property</b>	<b>:</b>	<b>Flat 40 Viscount House, 8 Lakeside Drive, London NW10 7GS</b>
<b>Applicant</b>	<b>:</b>	<b>London and Quadrant Housing Trust</b>
<b>Representative</b>	<b>:</b>	<b>Bevan Brittan LLP</b>
<b>Respondent</b>	<b>:</b>	<b>Andrew Maurice</b>
<b>Representative</b>	<b>:</b>	<b>N/A</b>
<b>Type of application</b>	<b>:</b>	<b>Application for an order that a breach of covenant or a condition in the lease has occurred pursuant to S. 168(4) of the Commonhold and Leasehold Reform Act 2002</b>
<b>Tribunal members</b>	<b>:</b>	<b>Judge H. Carr Ms Rodericks MRICS</b>
<b>Venue</b>	<b>:</b>	<b>10 Alfred Place, London WC1E 7LR</b>
<b>Date of hearing</b>	<b>:</b>	<b>18<sup>th</sup> July 2025</b>
<b>Date of decision</b>		<b>4<sup>th</sup> August 2025</b>

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**DECISION**

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## **Decisions of the Tribunal**

- (1) The Tribunal determines that there has been a breach of Clause 3.19 (a) – (c) of the lease pursuant to S. 168(4) of the Commonhold and Leasehold Reform Act 2002.
- (2) The reasons for the decision are set out below.

## **The background to the application**

1. The Applicant seeks an order that a breach of covenant or a condition in the lease has occurred pursuant to Section 168(4) of the Commonhold and Leasehold Reform Act 2002. The application concerns alleged breaches at **Flat 40 Viscount House, 8 Lakeside Drive London NW10 7GS** (“the property”).
2. Section 168 of the Commonhold and Leasehold Reform Act 2002 provides as follows with sub-section (4) shown in bold:

*(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 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.***

*(5) But a landlord may not make an application under subsection (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.*

3. The Applicant, a social landlord, owns the head-lease of the property. A Shared Ownership Lease with a term of 251 years was executed by the Applicant and the Respondent on 20<sup>th</sup> April 2022.
4. The property which is the subject of this application is a two bedroom flat with a balcony on the fourth floor of a relatively new development known as Regency Heights.

### **The hearing**

5. The Applicant was represented by Mr Michael Mullin of Counsel. Also attending on behalf of the applicant were Leanne Madden, Tenancy Fraud Investigator, and Ioana Ezaru.
6. The Respondent did not attend, nor has he engaged in proceedings.
7. The Applicant gave evidence that it had sent the application to the Respondent by a number of means.
8. On 21 January 2025, the Applicant's representative wrote to the Respondent by letters addressed to 17 Marston Walk (believed to be his current address) and Flat 40 Viscount House (the Property address) enclosing a copy of the application made to the Tribunal for a determination of breaches of the lease. Both letters were sent by first class post and special delivery.
9. The letter was also sent by email to enquiries@aimpropertydesign.com, being an email contact the Applicant had for the Respondent.
10. The letter sent to Flat 40 Viscount House and enclosures was later returned to sender as "not collected."The email to sent to enquiries@aimpropertydesign.com was returned as undelivered.
11. On 4 February 2025, the Applicant's Representative wrote to the Respondent with a further copy of the application and to alert him to the forthcoming proceedings. These were sent by email only to aimexcursions@gmail.com a further email address provided by the Applicant.
12. On 25 April 2025, the Applicant's Representatives emailed the Tribunal and the Respondent providing the relevant titles. The Applicant's representative received a message that the email to enquiries@aimpropertydesign.com had not been delivered.

13. On 28 April 2025, the Applicants Representatives therefore sent a further email to the Respondent at aimexcursions@gmail.com, again providing the relevant titles.
14. On 2 May 2025, the Applicant's Representatives subsequently emailed the Respondent at email addresses aceismaurice@gmail.com (an email address provided by the Applicant and associated with the Respondent) and enquiries@aimpropertydesign.com providing the Respondent with leasehold titles and the Applicant's evidence.
15. On 16 June 2025, the Applicant's Representative wrote to the Tribunal by email enquiring if the Tribunal had received any correspondence or engagement from the Respondent as they had received no response. The Applicant's representative attached the Directions for ease of reference. The Respondent was copied into this email with his following known email addresses: aimexcursions@gmail.com, aceismaurice@gmail.com and enquiries@aimpropertydesign.com.
16. The Applicant's Representative again received an alert in response to this email that the email address enquiries@aimpropertydesign.com had been unable to be delivered.
17. The Applicant's Representatives have not received any alerts or "undelivered" responses in respect of email addresses aimexcursions@gmail.com or aceismaurice@gmail.com. As these email addresses are known to belong to the Respondent, the Applicant believes they have been received by him.
18. The Applicant also informed the tribunal that the Respondent had attended its offices in the last week to ask for a form for permission to sublet. That form has not been returned to the Applicant.
19. The tribunal considered using its powers under rule 34 of its procedural rules.
20. Rule 34 provides as follows:

If a party fails to attend a hearing the Tribunal may proceed with the hearing if the Tribunal—

(a) is satisfied that the party has been notified of the hearing or that reasonable steps have been taken to notify the party of the hearing; and

(b) considers that it is in the interests of justice to proceed with the hearing.

### **The decision of the tribunal**

21. The tribunal determined that the Respondent had been notified of the hearing and that it was in the interests of justice to proceed with the hearing.

### **The reasons for the decision of the tribunal**

22. The Respondent was fully aware of the hearing date, and it is in the interests of justice to determine the application as the Applicant has spent extensive time and resources preparing its application. There is nothing to indicate that if the matter was adjourned the Respondent would attend.

### **The issue**

23. The only issue for the Tribunal to decide is whether a breach of covenant or a condition in the lease has occurred pursuant to S. 168(4) of the Commonhold and Leasehold Reform Act 2002. At the CMH the primary allegation of breach by the Respondent was identified as parting with possession or subletting the property since at least around May 2023.
24. The relevant clause of the lease is the alienation clause which provides as follows
- (i) Clause 3.19(a) provides that the Respondent shall “Not to assign, underlet, charge, mortgage or part with possession of part only of the Premises.”
  - (ii) Clause 3.19(b) provides that the Respondent shall “Not to underlet or part with possession of the whole of the Premises before Final Staircasing has been accomplished.”
  - (iii) Clause 3.19(c) provides that the Respondent shall “Not without the prior written consent of the Landlord (such consent not to be unreasonably withheld and which shall be deemed withheld in circumstances where Clause 3.20 is not complied with) to assign the whole of the Premises before Final Staircasing has been accomplished”

### **The evidence of the Applicant**

25. The Applicant alleges that the Respondent owns three shared ownership leases.

26. The Applicant was initially alerted to the possibility of subletting due to receiving several key fob requests for the Property. The Applicant received repeated requests from the Respondent, but also persons who were not authorised to make such requests and were not the Respondent. In May 2023, the Applicant sent new fobs to the Respondent, he claimed not to have received them and alleged that he had no access to his mailbox as they were all taped up.
27. On 14 July 2023 the Applicant received reports from a neighbouring resident, that for the past 8 months the Respondent had sublet the property to 2 females on a permanent basis and there had been no sign of the Respondent. It was reported that the two females had since moved out, however “candidates” were being shown around the Property.
28. On or around 28 July 2023, the Respondent had requested for his correspondence to be diverted to another address. A resident confirmed they had not ever seen the Respondent at the Property.
29. On 28 July 2023, a credit check was carried out through the National Anti-Fraud Network (“NAFN”) credit report by the Applicant. Another person was registered on the Council Tax alongside the Respondent, called Miss Aderonke Grace Adegbanke. The NAFN report shows Miss Adegbanke as a “co-resident”. The Respondent was not registered on the electoral role.
30. On 25 September 2023, the Applicant received an email from Ms Magdeline Dhladhla, who alleged that the Respondent had an illegal contract with them saying they could short let the Property. She alleged the Respondent is “again” renting out the property. She also stated she was taking legal action against him. Ms Dhladhla provided an Assured Shorthold tenancy agreement, which stated it started on 1 May 2023 and ended on 1 May 2025. The parties are stated as “the landlord” whose address is 17 Marston Walk and the tenant is S Watson of 29 Lawn Gardens W7 3J (“17 Marston Walk”). The agreement sets out a monthly rent of £2,400.
31. On 7 November 2023, the Applicant was copied into an email to the Respondent from a Sylvia Alswell (aka Sylvia Swatson). She provided a copy of a money claim by Cleanstart Resources Ltd that had purportedly been made against the Respondent and another Defendant, Shereen Leann Strachan. The claim was for a total sum of £12,190.50. Ms Alswell has provided evidence, by virtue of a witness statement dated 1 December 2024, that on 26 January 2023 the Respondent entered into an agreement with her for full possession of the Property from 1 May 2023 to 1 May 2025 this was on the basis she would pay monthly rent instalments of £2400. She paid a deposit of £2400 to the Respondent. She did not take physical possession until 7 July 2023, and then became aware by the management company that the Property was removed from

Airbnb and was not authorised to be sub-let. Ms Alswell returned the keys of the Property on 31 July 2023 to the Respondent.

32. The Applicant carried out a land registry search of 17 Marston Walk which revealed that the Respondent has been the owner of the leasehold interest in this property since 19 February 2021. This is prior to the Respondent applying for and becoming a shared owner of the Property. The Applicant understands 17 Marston Walk is also a shared ownership property, and is owned by Vivid Housing Ltd who are also a Registered Provider of Social Housing.
33. Following a review of internal documents, the Applicant identified that the Respondent provided an address of 51 Burlington Road, New Malden KT3 4LP (“51 Burlington Road”) when he signed his mortgage deed for the Property. The Applicant carried out a land registry search of this address and the freehold land is owned by “Maurice Properties Ltd” and was purchased on 2 June 2021, with an address of 1a Wilton Hill Court, 29 Wilton Road Redhill RH1 6QR. A companies search of Maurice Properties Ltd reveals the company’s nature of business is “buying and selling of own real estate” and “management of real estate on a fee or contract basis”. The registered office of Maurice Properties Ltd was changed to 33 Rannock Avenue London NW9 7LD on 20 September 13 2024. The sole company director is Kavitha Maurice. The Respondent is not mentioned on the title, but has previously had links to the Property.
34. The Applicant is aware that the Respondent has a shared ownership lease at Flat 16 Lysander House, 7 Union Way, NW10 6FJ (“Flat 16 Lysander House”) with Notting Hill Genesis (another Registered Provider of Social Housing) since 12 July 2022. The Applicant has been able to obtain the application form the Respondent completed when applying for Flat 16 Lysander House. This provides the Respondent’s “current address” as 51 Burlington Road. The application states the Respondent had been a full time employee of Notting Hill Genesis for a year at the time of the application. The Respondent has electronically signed the application on 26 November 2021, and does not appear to have made any disclosures about the Property he owns at 17 Marston Walk.
35. On 17 July 2024, the Applicant carried out a credit search of the Respondent at the Property. This revealed the Respondent is still not on the electoral role at the Property. The only account linked to the Property in respect of the Respondent is the mortgage which the Respondent obtained with Kensington Mortgages. This revealed that the following people were “co-residents” from 2021 – 2024

(i) Miss Aderonke Grace Adegbanke

(ii) Ms Anuradha Anuradha

(iii) Mr Prakash Chandra

36. Also on 17 July 2024, the Applicant carried out a credit search of the addresses it was aware from its investigations that were linked to the Respondent, namely 17 Marston Walk, 51 Burlington Road and 16 Lysander Close. The results revealed as follows:-
- (i) For tracing purposes the Respondent is known at 51 Burlington Road from 28 October 2003 – 1 December 2020. The Respondent was also on the electoral role during the same period at this address. There appears to be some live credit at the address and most recently a loan taken out in June 2024. The credit report mentions “Kavitha Maurice”.
  - (ii) In respect of 17 Marston Walk, the Respondent has been known at the address for tracing purposes from 13 February 2021 – to date. The Respondent does not appear on the electoral role. The following individuals are also linked to the Property, Miss Mercy Ayandiba Agbango, Mr Enoch Amoasi and Prince Amoasi. There is a shared Ownership mortgage with One Savings Bank - Kent Reliance for £53,000 and a number of live credit accounts at the address.
  - (iii) In respect of Flat 16, Lysander House, it states the Respondent is currently linked to the Property along with Miss Magdeline Mokgerwane Dhladhla. There is a mortgage for £88k in the Respondents’ name with Leeds Building Society.
37. On 31 July 2024, the local authority fraud team confirmed to the Applicant that the person currently liable for the Council Tax at the Property as from 1 September 2023 is Prakash Chandra. It was also noted that Prakash Chandra was in receipt of single occupier discount with regards to their Council Tax account as from 1 September 2023. The local authority fraud team confirmed that the Respondent was liable for the Council Tax at the above address for the period 20/04/22 – 31/08/23. No single occupier discount had been applied.
38. On 22 August 2024, the Applicant carried out a tenancy audit by an officer visiting the Property and found the following people present at the Property: Prakesh Chandra, Anuradha Anuradhia and Shivalika Chandi. Mr Chandra has confirmed that he has lived at the Property for 8 months and the landlord is the Respondent. He stated that he paid a deposit of £300 and pay £1700 per month in direct debit to the Respondent’s bank account. He stated the initial agreement was to rent one room for £1000 per month but they then rented out the whole of the



Property for £1700 for the last 4-5 months. He states he found the property online. He stated his mother in law pays the Respondent the rent so he does not have their bank details. The agreement is stated as being between “the landlord”, the Respondent of 17 Marston Walk and the tenant “Prakash Chandra”. The tenancy agreement states it commences on 1 September 2023.

39. The Applicant has thoroughly investigated and concluded the Respondent has parted with possession of the Property. The Respondent owns three shared ownership leases. It is not possible for him to reside in all of the properties and it appears he may not ever have taken up occupation of the Property as his only or principal home. Even if he had, he has permanently parted with possession of the whole of the Property for a substantial period of time.
40. The Respondent has sublet the Property and as such is in breach of the Lease, and also has failed to disclose to the Applicant his other property interests when purchasing the Property. Had the Applicant been aware of the Respondent’s property ownership elsewhere he would not have been approved for a shared ownership lease.

### **The Tribunal’s decision**

41. The tribunal finds that the Applicant has taken all reasonable steps to inform the Respondent of the application and the hearing.
42. Having heard evidence and submissions from the Applicant and considered all of the documents provided, the Tribunal determines that the Respondent breached clauses 3.19(a)-(c) of the lease by repeatedly sub-letting and/or parting with possession of the whole of the Property since at least May 2023 and as particularised at paragraph 6 of Annex A to the Application notice. In particular the Tribunal determines that the Respondent sublet the whole of the Property to Prakash Chandra on or around 1<sup>st</sup> September 2023.

**Name:** Judge H Carr

**Date:** 4<sup>th</sup> August 2025

### **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).