



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

Case reference : **HAV/21UC/LBC/2025/0600**

Property : **15-22 South Cliff. Eastbourne, Sussex,
BN20 7AG**

Applicant : **Christine Marguerite Richings, David
Lynd and Graham Appleby**

Representative : **Thomas Zhang, counsel.**

Respondent : **Darren J Rose**

Representative : **In person**

Type of application : **Breaches of covenant: Section 168(4)
Commonhold and Leasehold Reform
Act 2002**

**Tribunal
member(s)** : **Judge C Taylor
Mr A Crawford MRICS
Ms J Herrington**

**Date and Venue of
hearing** : **10 September 2025. Havant Justice
Centre; heard remotely by CVP**

Date of decision : **9 October 2025**

DECISION

Summary of decision

- (1) The Respondent has breached the covenant in Schedule 4 paragraph 8.1 of the flat 15 Lease.**
- (2) The Respondent has breached the covenant in Schedule 4 paragraph 8.3 of the flat 15 Lease and the flat 22 Lease.**
- (3) No breach of the covenants in Schedule 4 paragraph 8.2 and paragraph 12 of the flat 15 Lease has occurred.**
- (4) The Respondent has breached the covenant in Schedule 5 paragraph 17 of the flat 15 Lease.**
- (5) The Respondent has breached the covenant in Schedule 5 paragraph 1 of the flat 22 Lease.**
- (6) The Respondent has breached the covenants in Schedule 5 paragraphs 3,4 and 14 of the flat 15 Lease.**

Introduction

1. The Applicants, as three of the four landlords registered at H M Land Registry as freehold title owners of the property in issue, seek determinations under Section 168 of the Commonhold and Leasehold Reform Act 2002 that the Respondent has breached the terms of the leases of two properties.

2. Section 168 of the Commonhold and Leasehold Reform Act 2002 provides an additional layer of protection for residential leaseholders against having their leasehold interest forfeited by their landlord for breach of covenant. Most leases provide that if the leaseholder breaches a covenant, the lease can be forfeited. Section 146 of the Law of Property Act 1925 inserted the first layer of protection, being that (except in cases of non-payment of rent) before forfeiting a lease the landlord must serve a notice on the leaseholder setting out the breach and provide for the breach to be remedied within a reasonable time. If the leaseholder does not comply then the landlord can bring proceedings for possession and ultimately forfeit the lease, subject to the leaseholder obtaining relief from forfeiture.

3. Section 168 provides that even before serving a notice under s.146, in respect of long residential leases, if the breach is not admitted by the tenant, nor has been the subject of determination, the landlord must make an application to this Tribunal for such a determination of breach.

4. The Applicants indicated in their witness statements that they wished to seek remedies against the Respondent, such as claims for damages and injunctions, if breaches of covenant are determined. This Tribunal has no jurisdiction to deal with such claims.

5. The Respondent indicated in documents that were before the Tribunal that some of the alleged breaches were historical and should no longer be of concern. The Tribunal's role is to determine whether any breaches have occurred, not to consider any ongoing effect of breaches.

Background

4. The properties in issue are two flats, which form part of a building comprising of a total of five flats, known as numbers 14, 14a, 15, 15a and 22. Mrs Richings, the first Applicant is the registered owner of flat 15a, a basement flat that is below flat 15. Mr Lynd, the second Applicant, is the registered owner of flat 14, which is on the first floor. Mr Appleby, the third Applicant, is the registered owner of flat 14a, which is on the second floor. The Respondent is the owner of both flats 15 (ground floor) and 22 (basement). The leases for both of those flats are for a term of 199 years and are dated 22 August 2020. We will refer to those as “the flat 15 Lease” and “the flat 22 Lease” respectively.

5. The three Applicants and the Respondent are the joint freeholders of the property registered under title number ESX8229.

6. The alleged breaches that the Applicants ask this Tribunal to determine in their Application dated 13 December 2024 are:

6.1 Making external and internal structural alterations to flats 15 and 22 and cutting or maiming the structure of the Building, without prior written consent from the Landlord;

6.2 Living in flat 15 without covering the floor with carpet and undelay;

6.3 Failure to give notice to the Landlord of defects or want of repair and causing nuisance and/or annoyance by virtue of water leaks from flat 15;

6.4 Causing nuisance and/or annoyance by virtue of noise;

6.5 Using flat 22 as a holiday let in breach of the user clause.

7. The Applicants’ evidence was set out in witness statements that had been filed and served in accordance with the Tribunal’s procedural directions: (1) Christine Richings dated 25 April 2025; (2) James Richings dated 23 April 2025 ;(3) David Lynd dated 23 April 2025; (4) Bridget Mckeown, daughter of Graham Appleby dated 16 April 2025. The Applicants filed a hearing bundle containing 277 pages.

8. The Respondent did not produce a witness statement, in breach of the Tribunal’s Directions dated 9 April 2025. There followed two case management applications by the Respondent seeking extensions of time to comply with the Tribunal’s directions, the details of which are set out in the Tribunal’s further directions dated 17 July 2025. Those directions confirmed:

(1) that the Respondent had stated that he felt he had sufficiently improved in his health and was ready to proceed and fully engage in the tribunal proceedings;

(2) that the hearing previously listed for hearing on 29 July was vacated;

(3) that unless the Respondent sent his statement of case to the Applicant by 15 August 2025, he would be barred from taking any further part in the proceedings in accordance with Rules 8 & 9 of this Tribunal's procedure rules.

9. The Respondent did not send any statement of case by 15 August 2025, contrary to those Directions.

10. On 4 September 2025 the Respondent made a further case management application seeking an adjournment of the hearing listed for today. On 5 September 2025 a legal officer of the Tribunal refused that application on the grounds that it was considered that there should be no further delay to the hearing taking the overriding objective into consideration.

11. The hearing was conducted remotely via the Tribunal CVP platform. In attendance by remote connection for the Applicants were (1) Mr and Mrs Richings (2) Mr Lynd (3) Mr Zhang the Applicants' counsel, (4) Mr Harle from Ringley Law, the Applicants' solicitor. Mr Rose attended by remote connection and was accompanied by his wife, Mrs Concetta Rose.

Procedural issue and decision

12. The Tribunal explained to Mr Rose the effect of the Case Management Directions that are summarised above, namely that he was barred from taking part in the hearing because he had failed to comply with the Tribunal's directions and that the hearing today was proceeding because his most recent application for an adjournment had been refused. Mr Rose was informed that he would be permitted to observe the hearing but could not take part in it by making submissions or giving evidence. The Tribunal asked Mr Rose if he wished to make any further application to the Tribunal.

13. Mr Rose said that he would like the Tribunal to reconsider his request for an adjournment on the grounds that can be summarised as follows : (1) he is suffering from mental health issues which make it difficult for him to understand the effect of the directions he has received from the Tribunal and he believes he will be greatly disadvantaged if the hearing proceeds without an adjournment; (2) he is presently in sub-Saharan Africa following the sudden death of his mother and it is difficult to get reliable internet connection; (3) he cannot recall having received emails containing the Tribunal's directions.

14. The Applicants' opposed the application and the Tribunal adjourned the hearing to consider the Respondent's application.

15. The Respondent's application was refused for the following reasons.

16. The Tribunal had regard to Rule 3 of the Tribunal Procedure Rules, namely the overriding objective of the Tribunal to deal with cases fairly and proportionately. Dealing with a case fairly and justly includes dealing with it in ways that are proportionate to (amongst other things) the resources of the Tribunal, ensuring so far as possible that the parties can participate fully, and avoiding delay where that is appropriate.

17. With regard to the mental health issues raised by the Respondent, there was no new medical evidence submitted by the Respondent of how it might be said that any health issues were affecting his ability to conduct this case. The medical evidence relied on by the Respondent was accordingly the same evidence as he submitted with his application for an extension of time dated 8 July 2025. As noted at paragraph 8 above, that evidence and the Respondent's own evidence in July, was taken into account by the Tribunal when it made its Directions on 18 July 2025. Those Directions contain the "Unless" sanction for the reasons given in paragraph 23 that we have quoted above. The Tribunal was satisfied that there was no new evidence given by the Respondent that was sufficient to justify changing the effect of the 18 July 2025 Directions. The Respondent made his oral application to the Tribunal in a coherent and measured way and we did not consider that there was any reason to doubt that the Respondent had capacity to understand the effect of the previous directions as explained to him.

18. The Tribunal was also satisfied that the fact of the Respondent being in Africa did not prevent the case being dealt with justly and fairly. This was a remote hearing. The Respondent was present and could be heard clearly and there was no disturbance to his connection to the hearing. By reason of non-compliance with the Tribunal's Directions, Mr Rose was barred from taking part in the hearing and he was limited to observing. The Tribunal was satisfied that it was just and fair that Mr Rose could do that while he was in Africa. Further, we are satisfied that Mr Rose's participation in the hearing from a remote link outside of the UK, limited as explained above, did not require permission of the country he was in at the time of the hearing. We consider the legal principles that require such permission to be sought when oral evidence is to be given from outside of the UK are not applicable to the situation in the present case where the Respondent was not giving oral evidence but only observing (having been barred from taking part in proceedings) and making submissions seeking an adjournment.

19. The Tribunal was satisfied that Mr Rose would have received email communications from the Tribunal relating to the 18 July 2025 Directions. It is clear from the previous case management directions that there was an initial

problem with Mr Rose's email address. When that came to light it led to the first extension of time granted on 10 June 2025. The initial error was corrected at that time and there have been no apparent difficulties with any recent email communications from and to Mr Rose. The Tribunal has communicated with Mr Rose using the email address he provided, and as corrected following the initial error.

20. Taking all of Mr Rose's submissions into account the Tribunal decided that the overriding interest was achieved by proceeding with the hearing. In the Tribunal's view, further delay in this case had to be avoided taking account of the previous extensions of time and adjournments of previously listed hearing dates. The Tribunal's Directions of 18 July 2025 made clear that the extension granted was final and an "unless" sanction was imposed to seek to ensure the Respondent took his final opportunity to provide his case. He failed to do so, and it would not now be proportionate to the resources of the Applicants, or of the Tribunal, to permit a further adjournment at such a late stage.

21. Accordingly, the hearing proceeded with Mr Rose observing but not taking part. At various stages throughout the hearing Mr Rose attempted to make statements/submissions on the issues but he was reminded that he had been barred and could only observe.

Structural Alterations

22. The Applicants relied on two types of alterations; firstly, works carried out by the Respondent that added pipework which "punched through" the exterior wall of "the Building"; and , secondly works carried out by the Respondent to connect flats 15 and 22 with a staircase, which (amongst other things) "punched through" the floor/ceiling of the respective flats.

23. Clause 5 of the flat 15 Lease requires the Respondent to "*observe and perform the Tenant Covenants*". The "Tenant Covenants" are "*Tenant Covenants: the covenants on the part of the Tenant set out in Schedule 4 and the Regulations.*" By Schedule 4, paragraph 8 the Respondent covenanted:

"8.1 Not to make any external or structural alteration or addition to the Property or make any opening in any boundary of the Property or cut or maim any structural parts of the Building.

8.2 Not to make any alteration to the elevation of the Property, without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed however the Tenant shall be entitled to make any internal non-structural alterations without the Landlord's consent.

8.3 Not to make any internal structural alterations or additions to the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed. ..“

24. The Building is defined as “*the land and building known as 14 and 15 South Cliff registered at HM Land Registry with title number ESX8229 shown edged in red on Plan 2.*”

25. The flat 22 Lease contains identical provisions.

Alterations affecting the exterior of the building

26. The Applicants relied on the evidence contained in the witness statements of both Mr and Mrs Richings. Their evidence was that the Respondent had fitted new black and white pipework to serve new bathrooms he had fitted in flat 15. Both of their witness statements exhibited photographs which they said showed that the pipework entered through the external wall of the Building. They said that Mr Rose had not sought consent for those works from the joint landlords.

27. We consider that the best photographic evidence of the pipework in question is exhibited to Mr Richings' witness statement at exhibits 3A-3E. The Tribunal asked Mr Richings to give further explanation of those photographs and he said that 3A showed a new white pipe that the Respondent had “punched through” the exterior wall of the Building, 3B and 3C showed new black pipes that had also been punched through, and those photographs and 3E also showed holes where the old pipework had been.

28. The Tribunal finds that the Respondent has made openings in the boundary of the Property (flat 15) and has cut and/or maimed a structural part of the Building by making holes in the interior wall of flat 15 and the exterior wall of the Building and installing the white and black pipes detailed above.

29. We find that the Respondent has breached the covenant in Schedule 4, paragraph 8.1 of the lease of flat 15 as a result.

Interior alterations

30. The Applicants' evidence was contained in the witness statements of both Mr and Mrs Richings and also the statement of Mr Lynd.

31. Mr and Mrs Richings said that they became aware in April 2021 that the Respondent had removed load bearing walls in flat 15 as part of renovation works and that a new staircase had been constructed between flats 15 and 22 by cutting through the floor of flat 15/ceiling of flat 22. Mr Lynd answered questions from the Tribunal which clarified the evidence in his witness

statement. He said that he went into flat 15 at the time the Respondent's renovation works were ongoing. He said that builders were working in the flat and he saw that they had taken down a wall and installed a new rolled steel joist (RSJ), i.e. a new beam to provide support where the opening had been made.

27. The Applicants also rely on a letter dated 10 February 2025 that Mr Rose had written to the solicitors for the Applicants ("the 10 February letter") which was in the hearing bundle. At section 5, the Respondent states "*The internal staircase linking Flats 15 and 22 was reinstated to its original structure over two years ago. Both flats now function as independent single dwellings. As such, this matter should no longer be of concern*". The Applicants submit that this is evidence that the Respondent has admitted installing the new staircase, albeit that he says he subsequently removed the staircase so that it is no longer in place.

28. The Applicants also rely on the minutes of a meeting of Corner House Residents' Association held on 1 August 2021 that are exhibited to Mrs Richings' statement. This is the residents' association for the Building. The minutes record that the Applicants and the Respondent were in attendance. The minutes record at section 5.2: "*Load bearing walls. Load bearing walls in Flat 15 have been removed and a new staircase installed between Flat 15 and Flat 22. These are substantial modifications to the building and should have been signed off by the architect or the architect's Structural Engineer. Because the landlords were not asked to give written permission and have a responsibility to ensure that the Building Insurance cover is maintained David asked that we could have a copy of the sign off document which, if necessary, we could present to our insurers. Darren promised to provide this document.*" The Applicants contend that this note is evidence that the structural works had been undertaken by the Respondent and that he had not sought consent before the work had been done.

29. The Tribunal finds that the Respondent has made structural alterations to flat 15 by removing a load bearing wall and installing an RSJ beam to support the new opening/replacement wall. We also find that the Respondent made structural alterations to both flats 15 and 22 by installing a new staircase to connect the two. We accept the evidence of Mr and Mrs Richings on these matters and find that the Respondent admitted the same by the 10 February letter.

29. The Tribunal also finds that the Respondent made those alterations without first obtaining prior consent from the landlord. There is no evidence at all that the Respondent sought such consent and we find that the Applicants' case on this issue is verified by the residents' association meeting notes, in which there is no indication that Mr Rose made any objection to the statement that he had not sought consent.

30. We find that the Respondent has breached the covenant in Schedule 4 paragraph 8.3 of both the flat 15 Lease and the flat 22 Lease.

31. Finally, on this issue, we are not satisfied that, by reason of the matters relied on by the Applicants, the Respondent has breached the covenant in Schedule 4 paragraph 8.2. In our view, the works undertaken by the Respondent are not works which make any alteration to the elevation of the Property.

Carpeting

32. As noted above, the Respondent covenanted in the flat 15 Lease to observe the “Regulations”. The flat 15 Lease defines the Regulations: *“Regulations: the covenants on the part of the Tenant set out in Schedule 5.”*

33. Schedule 5, paragraph 17 requires that the Respondent: *“Where applicable Not to live in the Property unless all floors (other than in the kitchen and bathroom) are covered in good quality carpeting and underlay.”*

34. Mrs Richings gave evidence that the Respondent has lived in flat 15 without the floors being so covered. A number of photographs are exhibited to her witness statement showing that there are uncovered wooden floorboards in flat 15 in areas that are neither kitchen nor bathroom.

35. The Applicants also rely on the 10 February letter, at section 8 of which Mr Rose states: *“We acknowledge the requirement to have carpeting in the relevant areas. However, due to our current financial circumstances—both my wife and I are presently unemployed—we are unable to install carpets currently. Nevertheless, we fully intend to comply with this obligation as soon as our financial situation allows.”* The Applicants submit that this is an admission by Mr Rose that he has breached the covenant at Schedule 5, paragraph 17.

36. We find that the Respondent has lived at flat 15 while floors (other than kitchen or bathroom) have not been covered in good quality carpet and underlay. We accept Mrs Richings’ evidence on this issue and find that Mr Rose has admitted he has breached the covenant by the 10 February letter.

37. Accordingly, we find that the Respondent has breached the covenant in Schedule 5, paragraph 17 of the lease of flat 15.

Water leaks

38. Schedule 4, paragraph 12 of the flat 15 Lease obliges the Respondent : *“NOTIFY DEFECTS To give notice to the Landlord of any defect in or want of repair or damage to the Property or Building for which the Landlord may be*

responsible under this Lease or any law, as soon as the Tenant becomes aware of it.”

39. Schedule 5, paragraph 4 of the flat 15 Lease obliges the Respondent: “*Not to do anything at the Property which may be or become a nuisance or annoyance, or cause loss, damage or injury, to the Landlord or the Flat Tenants or the occupiers of any neighbouring property*”. The “Flat Tenants” are defined in the flat 15 Lease as: “*Flats: any premises forming part of the Building that are capable of being let and occupied as a single private dwelling (except the Property and the Retained Parts). Flat Tenants: the tenants for the time being of the Flats which are let on leases granted for an original term of over 21 years.*”

40. Mrs Richings said that there had been 37 water leaks from flat 15 since January 2021. She said that the leaks had caused water to penetrate through the ceiling of flat 15a, which is below flat 15. The leaks have caused ceilings to collapse, plaster to fall off the ceilings and walls. Dampness caused by the leaks has resulted in extensive black mould and staining.

41. She exhibited to her witness statement a schedule providing dates and details of these numerous incidents of leaks over the period 7 January 2021 to 9 October 2024. She gave evidence in answer to questions from the Tribunal that she had prepared the schedule by reference to WhatsApp messages or other communications she had received from her tenants occupying flat 15a over the relevant period. She also exhibited a statement from her property agents outlining problems with the plumbing work the Respondent had undertaken. Mrs Richings says that the leaks have been caused by the renovation works the Respondent has done in flat 15, installing new bathrooms.

42. Mrs Richings served and filed a second witness statement dated 28 August 2025, in which she said that the most recent leak from flat 15 into flat 15a occurred on 17 July 2025.

43. The Applicants also relied on the witness statement of Amelia Thom and Brodie Reid-Owen dated 28 April 2025. They moved into flat 15a as Mrs Richings’ tenants in August 2024. They said that they immediately discovered leaks in the living room and bedroom 3, coming from flat 15 above. They say that the leaks worsened over the following months, with furniture and bedding damaged beyond repair by December 2024. They say that the living room was unusable as a result of the leaks for the first three months of their tenancy and that mould caused health risk issues for them.

44. We accept the evidence of Mrs Richings and Ms Thom and Mr Reid-Owen on these issues. We find that there have been regular and persistent leaks of water emanating from flat 15 which have permeated through the ceiling of flat 15a.

45. The Applicants submitted that such leaks are a breach by the Respondent of the covenants in Schedule 4, paragraph 12 and Schedule 5, paragraph 4.

46. In respect of Schedule 4, paragraph 12, we are not satisfied that the covenant has been breached. That covenant requires the tenant to notify defects *for which the Landlord may be responsible under this Lease or any law*". In answer to questions from the Tribunal, the Applicants did not identify any basis on which they suggested the Landlord might be responsible for the leaks. In the absence of any such responsibility, the obligation to notify does not arise under the covenant and so we do not find any breach of this provision.

47. However, we do find that the Respondent has breached Schedule 5, paragraph 4. The Tribunal acknowledges that leaks from a property can happen from time to time in the usual course of property ownership. Occasional incidents of leaks from one property to an adjoining property would not usually amount to a nuisance or annoyance to the adjoining owner, for the purpose of a covenant of this nature. Obligations of this nature must be considered taking into account usual "give and take" between neighbours. However, the unusual feature of this case is the number of leaks that have happened over such a prolonged period. In our view, it is this feature that has caused a substantial and unreasonable interference with the enjoyment of flat 15a. It is plain from the evidence of Ms Thom and Mr Reid-Owen that the leaks have caused considerable interference with their enjoyment of flat 15a. By failing to prevent ongoing leaks from flat 15 the Respondent has, in our opinion, done things in flat 15 that have caused nuisance and annoyance to occupiers of flat 15a. We are satisfied that nuisance and annoyance can be caused by inaction as well as by positive activity. Further, the Respondents actions (or inaction) of causing water leaks that have escaped from flat 15 into flat 15a on so many occasions and over such a prolonged period have caused nuisance or annoyance to Mrs Richings, as one of the Flat Tenants.

Holiday Let

48. Schedule 5, paragraph 1 of the flat 22 Lease obliges the Respondent: " *Not to use the Property for any purpose other than for the Permitted Use or carry on any trade or business at the Property*".

49. The Permitted Use is: "*as a single private dwelling*".

50. Mrs Richings' evidence was that the Respondent has been letting flat 22 for holiday lets. She produced a screen shot copy of an advertisement for flat 22 on holiday lets websites "holidayeastbourne.com" and "booking.com". The photograph in the screen shot contains the words "Welcome to our Holiday Apartment" and "Welcome to Eastbourne's Exquisite & Exclusive Coastal Sanctuary". Mrs Richings told the Tribunal that she took the screen shot on the day before she signed her statement, that is 25 April 2025. She told the Tribunal

that she had checked the website on the day of the hearing and that the advertisement was still active.

51. We find that the Respondent has used flat 22 for the purpose of holiday lets. We accept Mrs Richings evidence on this issue.

52. Using the property for holiday lets is a clear breach of Schedule 5 paragraph 1. The use for holiday lets is not using the property as a single private dwelling, when temporary use of the property over short periods of a few days or weeks is enjoyed by numerous different people. Further, by letting the flat for holiday lets at a holiday letting fee the Respondent has carried on the business of holiday lets at the property.

Noise and nuisance

53. Schedule 5 paragraph 3 of the flat 15 Lease obliges the Respondent: “*Not to use the Property for any noisy, offensive, illegal or immoral purpose*”

54. Schedule 5 paragraph 14 of the flat 15 Lease obliges the Respondent : “*Not to sing or dance or play any musical instrument or equipment for making or reproducing sound or to act in such a manner so as to be audible outside the Property so as to cause annoyance to the Flat Tenants or any other occupiers of the Building*”

55. The Applicants also seek a determination of breach of Schedule 5 paragraph 4, set out in paragraph 39 above.

56. The Applicants submitted these covenants had been breached because of numerous incidents of loud noise caused at flat 15 by the Respondent and his family, some of which had been caused deliberately.

57. Mrs Richings said that the Respondent and his family have caused noise through music and dancing that has interfered with her tenants’ enjoyment of flat 15a. An email from her tenants, Ms Thom and Mr Reid-Owens, gives an account of an incident where they thought a party was taking place in flat 15 with loud music. They say that “Darren” (the Respondent) turned music down at around 10.30pm but the noise issue persisted.

58. Ms Thom and Mr Reid-Owens also comment on noise in their statement. They say that the Respondent and his children regularly played loud music and hosted parties late into the night. The noise disturbance, including indoor ball games as well as loud music and shouting, which severely disrupted their sleep.

59. Mrs Richings also said that the Respondent played loud music with offensive lyrics at times when her property agents were showing flat 15a to

prospective tenants. She exhibited to her statement several emails from her letting agents giving details of such incidents. One such email is dated 30 July 2024 from Rager & Roberts to Mrs Richings, in which the writer confirmed:

“I was present at one viewing of your flat, with Miss Lawrence and her father, when intrusively loud music started playing, within a few minutes of our entry into the property; an almost identical situation was witnessed by my colleague, Peter Ayling, a couple of weeks earlier - Peter did manage to capture a video of the scene, with audio, which I will ask him to provide to me, if it is still available. A third, almost identical occurrence of the same behaviour took place last week, in your presence - on all three occasions, the prospective buyers, who had intimated strong interest in your property, all immediately abandoned the prospect of purchasing your property, understandably.”

60. The Applicants also relied on an email from Rager & Roberts to Mr Lynd, in relation to a viewing they were conducting for the potential sale of his flat. The email is dated 15 July 2024 and records:

“The buyer you showed Saturday called just now to say he loved the flat and was going to offer – but when he was leaving and putting his family in the car, the downstairs family approached him and asked was he thinking of buying – when he said ‘yes’ the response from the male of the family was Don’t buy it – I don’t want anybody living upstairs. I’ve been here for 4 years and I am troubled. I play loud music until the early hours of the morning and I’ll make trouble for you.”

61. We find that breaches of all the covenants relating to noise and nuisance relied on by the Applicants are made out. We again acknowledge that a certain level of noise and occasional parties are to be expected as part of the “give and take” of living with neighbours. However, we consider that the noise that has been made by the Respondent and his family goes well beyond such reasonable allowances. We accept the evidence of Mrs Richings and her tenants that there have been numerous incidents where flat 15 has been used for noisy purposes and noise has been allowed to escape from flat 15 so that it is audible outside the property. We find that the Respondent has deliberately played loud music that could be heard outside of flat 15 at times when he was aware that other properties were being viewed by potential tenants/buyers. We find that the Respondent did so with the intention of discouraging such tenants/buyers and we find that the Respondent made the statement attributed to him in the email set out at paragraph 60 above. We consider that the number of incidents of noise disturbance, combined with the deliberate intent to cause disturbance amount to substantial and unreasonable interference with the property of Mrs Richings and Mr Lynd such that the Respondent has done acts in flat 15 that have caused nuisance and annoyance to Flat Tenants and occupiers of neighbouring properties.

Appeals

A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk .

The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.