



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

Case reference	:	LON/00AJ/LBC/2025/0637
Property	:	Flat 8, Sunnymead Court, 46 Oxford Road, London W5 3SQ
Applicant	:	Notting Hill Home Ownership Limited
Representative	:	Mr J Sirica (of counsel)
Respondent	:	Piotr Zebrowski
Representative	:	No attendance
Type of application	:	Determination of an alleged breach of covenant
Tribunal member	:	DDJ Samuel Sitting as a Tribunal Judge Stephen Mason FRICS
Venue	:	10 Alfred Place, London WC1E 7LR
Date of Hearing	:	16th October 2025

DECISION

Decision

1. The Respondent is in breach of Clause 3(3) of the lease which provides that the leaseholder should “*keep the Premises clean and in good and substantial repair and condition*”.

Background

2. The applicant seeks a determination under section 168(4) of the Commonhold and Leasehold Reform Act 2002 (“the Act”) that a breach of covenant or condition in the lease has occurred

3. The Tribunal had a bundle of 188 pages; reference to which will be in square brackets []
4. The Applicant has been the freeholder of Sunnymead Court since 31 December 1985. Their predecessors in title entered into a 60 year lease with Wojciech Dluzewski and Anna Zebrowska Dluzewski on 15 November 1985. [92]
5. The lease is a shared ownership one with the parties holding 50% of the title.
6. It appears that Mr Dluzewski pre-deceased Mrs Dluzewski who in turn died on 9 October 2014
7. In her Will Mrs Dluzewski made Piotr Zebrowski, her nephew, one of her executors and also the beneficiary of her 50% share in Flat 8. [63]
8. As Piotr Zebrowski was not in the UK, an Andrew Zaleski was apparently made personal representative of the Estate. [62] However in a letter to the Applicant he informed them that

I confirm that I am not the Personal Representative of the above estate. I held Power of Attorney for the second executor (Mr. Piotr Zebrowski) for his application for Probate, as he did not live in the UK at the time, and I attach a copy of the Grant for your records. Note the first co-executor Mrs. Anna Ajina renounced her right to Probate by deed dated 3 August 2016.

9. He went on to confirm that he had had no contact from Mr Zebrowski for many years [61]
10. Apart from the parties above, the Royal Bank of Scotland hold a charge on the property and the evidence before the Tribunal was that they were made aware of these proceedings.

The Law

11. The relevant provision of the Commonhold and Leasehold Reform Act 2002 are sections 168 and 169(5)

168 No forfeiture notice before determination of breach

(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 the appropriate tribunal for a determination that a breach of a covenant or condition in the lease has occurred.

.....

169 Section 168: supplementary

169(5) In section 168 and this section—

.....

“long lease” has the meaning given by sections 76 and 77 of this Act, except that a shared ownership lease is a long lease whatever the tenant's total share

The Lease

12. The only breach relied on by the Applicant was Clause 3(3) of the lease which states:

To repair interior

3 To keep the premises clean and in good and substantial repair and condition (damage by fire or other risks insured under clause 5(2) excepted unless such insurance shall be vitiated by any act or default of the leaseholder)

The Hearing

13. Mr Sirica, Counsel, represented the Applicant and no-one appeared for the Respondent or the interested party. Ms Pauline Rhoden provided a witness statement for the hearing and was questioned by the Tribunal.
14. Ms Pauline Rhoden is the Deputy Regional Manager for the Applicant who has responsibility for retirement, leasehold, supported and temporary housing.
15. The witness statement detailed how the state of repair came to the Applicant's attention and also exhibited photographs taken from outside the property
16. On 29 April 2024, she was informed about an ongoing leak into the flowerbed. The contractor had looked through the kitchen window and

reported that part of the kitchen ceiling had come down and there was water in the kitchen.

17. With the agreement of A.E.P Zaleski, the locks were changed and the leak isolated. No repairs were undertaken as there was concern over there being asbestos in the kitchen ceiling.

18. Ms Rhoden relied on the photographs supplied

Findings and Reasons

19. On the balance of probability it appeared to the Tribunal that the property had not been inhabited for many years and that the collapsed ceiling and water leak were the product of a want of repair that was ongoing. The Tribunal was also satisfied that there was mould to the walls, the flooring was uncovered and that items were piled up in the property such that it seemed uninhabitable

20. The evidence to support the findings were the works order raised, the evidence of Ms Rhoden and the photographs exhibited. In addition the revelation that Mr Zebrowski had not been in contact with his attorney for many years supported the finding that the property was not clean and not in good and substantial repair.

21. The Tribunal finds there has been a breach of Clause 3(3) of the lease

Name: Deputy District Judge Samuel

Date: 16th October 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)