



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

Case Reference	: HAV/00ML/LBC/2025/0604
Property	: Flat 18, 50 The Drive, Hove BN3 3JD
Applicant	: D.K. Majo Estates Limited
Representative	: Helm Estate Services Limited (by its director Darren Winter)
Respondent	: Ruth Daniella Cohen
Representative	: None
Type of Application	: Application for an order that a breach of covenant or a condition in the lease has occurred – Section 168(4) of the Commonhold and Leasehold Reform Act 2002
Tribunal members	: Tribunal Judge H Lederman Tribunal member C Davies FRICS Tribunal member T Wong
Date of Hearing	: 8 July 2025
Date of Decision	: 15 September 2025

DECISION AND REASONS

Communications to the Tribunal MUST be made by email to rpsouthern@justice.gov.uk. All communications must clearly state the Case Number and address of the premises.

DECISION

The Tribunal determines the Respondent has breached the following covenants in the Lease of Flat 18, 50 The Drive, Hove (“the Flat”) dated 17 December 1982 made between (1) R. Green (Bedford) Limited and (2) Ivy Ruth Parker (“the Lease”) for the purpose of section 168(4) of the Commonhold and Leasehold Reform Act 2002:

- a. By failing to remedy defects and keep the front entrance door and attachments in good and substantial repair and condition contrary to clause 4(A)(i) of the Lease.**
- b. By failing to maintain the Flat entrance door as a suitably fire rated door set under articles 8, 17 and 22 of the Regulatory Reform (Fire Safety) Order 2005 (“the 2005 Order”) contrary to clause 2, and paragraph 12 (S1/12) of the First Schedule of the Lease.**
- c. By failing to keep the floors (except the kitchen and bathroom) close carpeted and underfelted in the Flat, contrary to Clause 4(H) of the Lease.**
- d. By failing to produce to the Lessor’s Solicitors the Underlease (tenancy agreement) for the Flat for the occupier since 2003 for the purpose of registration and for such registration to pay to such solicitors the appropriate Solicitors Registration Fee, contrary to clause 3(G) of the Lease.**

REASONS

1. The Applicant the registered proprietor of the block of 17 residential flats known as 50 The Drive Hove made an application for an Order that a breach of covenant or a condition in the lease has occurred under section 168(4) of the Commonhold and Leasehold Reform Act 2002 (the 2002 Act”) received on 24 January 2025. The Respondent is the registered proprietor of the Lease of the Flat and has been at all times relevant to this application. She is also known and describes herself as Ruti or Ruti Cohen in correspondence.
2. At the hearing at Havant Justice Centre on the 8th July 2025 the Applicant was represented by Darren Winter a director of Helm Estate Services Limited (“HES”), the managing agent of the block of flats. Mr Winter disclosed that he was also a director of the Respondent freeholder. Mr Winter confirmed that he had no legal qualifications or relevant legal expertise. References to the Applicant should be taken to HES, where relevant, unless stated otherwise.

The hearing bundle

3. References to the hearing bundle or to the bundle of 200 numbered pages prepared by the Applicant. At the hearing it became clear that to understand the Applicant’s case other potentially relevant documents needed to be seen. The Tribunal directed the Applicant to

produce correspondence with East Sussex Fire and Rescue Service (“ESFRS”) together with a Fire Risk Assessment 2024 and an enforcement notice served under the Regulatory Reform Fire Safety Order 2005 (“the 2005 Order”) by ESFRS.

4. Following those directions, on the 10th July 2025 HES sent by e-mail a copy of the Fire Risk Assessment of 1st July 2024, a copy of an e-mail from ESFRS of 11 July 2024, of a bulletin published by ESFRS entitled Fire Resisting Doors in blocks of flats, a copy of an Enforcement Notice dated 18th July 2024, a copy of an e-mail the 17th January 2025 from ESFRS, and a copy of a letter posted to the Respondent of 9th July 2025 requesting information from her in relation to doorsets and other matters. The email of 10th July 2025 made additional contentions about the 2005 Order. The Respondent’s email of 10th July 2025 and the enclosures were also sent to the Respondent’s email address.

The Respondent

5. There was no appearance by or representation on behalf of the Respondent at the hearing and no written response to the Tribunal’s communications. The Official copy of the land register at pages 56 to 58 gives the Respondent’s address as 67 Seafield Road Hove BN3 2TN. This was the address to which the Applicant sent a copy of the application and supporting documents to the Respondent on the 1st February 2025 by post and e-mail. The evidence of Mr Winter did not disclose that this correspondence had been returned to him as undelivered. The e-mail address for the Respondent provided by the Applicant and utilised by the Tribunal was the subject of a response from the Respondent on the 28th February 2022. A copy of the Respondent’s e-mail is at page 115 of the bundle. The “grounds of application” prepared on behalf of the Applicant at page 40 describe the Respondent as “a solicitor working in the public sector specialising in commercial contracts and procurement”. The Applicant also refers to her having engaged solicitors and barristers previously. The Solicitor’s Regulation Authority website shows the Respondent has a practising certificate from November 2024. It is unclear whether she is currently working as a solicitor.
6. On 17th February 2025 the Respondent sent a long email included in the Bundle at pages 193-195 from the email address ruticohen@hotmail.com referring to earlier Court and Tribunal proceedings, a settlement agreement and responding to some of the allegations of breaches of covenant made on behalf of the Applicant.
7. The hearing bundle included a copy of a letter of claim from the Applicant’s agent of 22nd November 2023 for alleged service charge and ground rent debts which was sent by a form of registered post to 67 Seafield Road which appears to have been signed for by or on behalf of a person called “Cohen” on 24th November 2023 at 132-143.

The Tribunal’s directions

8. The Tribunal issued directions on 6th May 2025. Those directions were sent to the Respondent by email and by post to her address at 67 Seafield Road in Hove under cover of letter of 7th May 2025. Mr Winter’s oral and written evidence was the Flat is occupied by a sub-tenant (most recently a Craig Ridley) and had been for some time. The Tribunal’s directions indicated the hearing would take place at Havant Justice Centre, Elmleigh Road, Havant PO9 2AL on Tuesday 8 July 2025 starting at 2.00pm (unless the timing was changed). The Tribunal has no record of any direct contact from the Respondent and has not received any request for an adjournment.

The Hearing

9. The Respondent did not attend at the hearing. The Tribunal determined it was in the interests of justice to proceed with the hearing in the absence of the Respondent, consistently with the overriding objective and in particular the need to make best use of resources and deal with the

application fairly.

Relevant background

10. The Flat is an eighth floor flat in a block constructed around 1983, apparently with brick. Photographs of the exterior and interior are found in the fire risk assessment of 1st July 2024. The building appears to be a “higher risk building” for the purpose of the Building Safety Act 2022 having 9 storeys above ground and one storey beneath ground with some 17/18 flats and accompanying garages and parking spaces.
11. The Applicant set out the covenants that it is alleged have been breached in sections 5, 8 and 13 of the application form and attached supporting documentation alongside the application form including correspondence sent to the Respondent together with photographic evidence.

Jurisdiction

12. The Tribunal explained at the outset of the hearing that it had no jurisdiction *under section 168 of the 2002 Act* to consider payability or otherwise of service charges or of ground rent. Accordingly the Tribunal makes no findings on the allegation of arrears of service charge or ground rent made in the application. The Tribunal does not have jurisdiction to consider the issue raised by the Respondent in her e-mail of the 22nd February 2025 whether there has been a waiver of the right to forfeit the lease. It does not consider that issue. References to infringement of Fire Safety and other regulations that create a criminal offence in this decision, should not be taken as a finding that a criminal offence has been committed. The Tribunal's jurisdiction is limited to deciding whether there has been a breach of covenant or condition for the purposes of section 168 of the 2002 Act, on the balance of probabilities.
13. The Respondent makes allegations of harassment and discrimination against the Applicant and or Mr Winter or HES in her letter of 17th February 2025 at pages 193 to 195 of the bundle. The Tribunal does not have jurisdiction to adjudicate upon those allegations and makes no finding in respect of them.

The allegations of failing to maintain the Flat entrance door as suitably fire rated door sets contrary to clause 2, S1/12 of the First Schedule (articles 8, 17 and 22 of the 2005 Order)) and Clause 4(A)(i) of the Lease.

14. The Applicant refers to photographs taken during an inspection of the “doorsets” on 15 November 2021 and photographs taken on 25 April 2024 of the exterior during an annual inspection. The Applicant says there are the following defects with the “doorsets” (by which the Tribunal understood to refer to the door the frame and the door equipment):-
 - The gaps around the doors, between the door leaf and door stops/frame, are too large
 - The lipping to the door edges are worn/damaged
 - It is not known if the door hinges are suitably fire rated
 - The intumescent / cold smoke seals are old and worn
 - There is no overhead door closer (the Applicant says Perko type door-closers fitted to the frame and door leaf are no longer acceptable by the fire safety enforcing authorities)
15. The Applicant says the Respondent has failed to comply with Clause 4(A)(i) of the Lease, to:

"Remedy all defects in and keep the interior of the Flat in good and substantial repair and condition and in particular (but without prejudice to the generality of this covenant) so as to give such support shelter and protection to the parts of the

Block other than the Flat as is consistent with the due performance of the Lessee's obligations herein contained"

16. The Tribunal finds the entrance door to the Flat is defined as part of the interior of the Flat by the leaseholder's covenant in clause 4A(2)(b) of the Lease. This is also confirmed by clause 3C(ii) of the Lease which defines the replacement of the front door as a structural alteration requiring the landlord's previous written consent, and by clauses 6D(i)(b)(I) and 6D(iii)(b).
17. Photographs of the service cupboard door adjacent to the front door of the Flat are at pages 89 and 97. It is less clear whether the service cupboard door is within the scope of the demise and the leaseholder's repairing covenant of the interior of the Flat in clause 4A(2)(b) of the Lease. There is no suggestion that the service cupboard is reserved to the landlord in the Lease or is a landlord's fixture. The Respondent's email of February 2025 at page 194 asserts it is a "cupboard door and the locked cupboard door/service duct that has never been used, remains locked and we do not and never have had a key for."
18. The definition of the Flat which is the subject of the grant of the Lease is found in recital D3 and reads "ALL THAT the flat numbered 18 and being on the 8th floor of the block and edged with pink on the annexed plan". The plan incorporated into the lease is at page 85. The pink edging clearly includes the external service cupboard door and its surrounding frame. Unlike other clauses referring to drawings or plans in other Leases, this plan is not expressed to be for identification purposes only. According to the official copy of the register at page 56 to 57 the Respondent became the registered proprietor of the lease of the flat in May 1999. Her assertion that she did not have access to the cupboard or a key thereto, is of no assistance in ascertaining the meaning of the area demised by the lease of the flat, as it post-dates the date of the lease by many years. The Tribunal concludes that the service cupboard and the external door to the cupboard are within the leaseholder's repairing covenants and parts of the interior of the flat.
19. On the balance of probabilities the photographs of the Flat door at pages 91, 92, 94, 95, 99-101, and 104-105 show clear evidence of disrepair and falling below the standard of good repair and condition. In addition, the photographs of service cupboard door at pages 102, 104, 105 and 107 show a significant gap between the frame and the door suggesting that at the very least adjustment is required.
20. The approach to such clauses is illustrated by decisions such as *Coldunell Ltd v Hotel Management International Ltd*, [2022] EWHC 1290 where the tenant of hotel premises covenanted "well and substantially to repair and clean the Property and to keep the same in good and substantial repair and condition ...". The Judge said of this at [14] that:

"The obligation was therefore capable of extending to works that went beyond mere repair to include works required to keep the Property in good condition: *Pullman Foods Ltd v Welsh Ministers* [2020] EWHC 2521 (TCC) at [150]. However, the factors of age, character and locality are to be applied where the obligation is (as here) to 'keep' the premises in 'good condition': *Lurcott v Wakeley* [1911] 1 K.B. 905. That entails the Property being kept in a state appropriate to a building of that type in that location."

21. In this context, it is relevant to note that in clause 4F the leaseholder covenants

"4(F) Not do or permit or suffer to be done in or upon the Flat or the parts of the Block the use of which is common to the Lessee and the Lessor and the owners or occupiers of any other part or parts of the Block anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Lessor or the owners or occupiers of any other part or parts of the Block or which may be injurious or detrimental to the reputation of the Block as a block of high-class residential flats" (emphasis added)

22. The standard of good condition must also be measured against the covenant in paragraph S1/12 of the First Schedule to the Lease which requires the leaseholder :

“S1/12. To comply at all times with any requirements orders *and regulations* now or hereafter made by any Local or other Authority pursuant to any statutory power or authority” (emphasis added)

23. Mr Winter’s oral evidence was to the effect that the Applicant was unable to obtain access to the Flat for the purposes of inspection at the time of the fire risk assessment in July 2024. Pages 41-49 of that fire risk assessment refer to a number of potential requirements for fire resistant doors and door equipment. These included doorstops, cold smoke seals, fire strips, fire rated hinges, fire rated self-closer, wooden door frame, spy hole and turnbuckle opener. In particular one of the criteria for acceptance is whether the gap between the frame and the fire door when in the latch position is an acceptable tolerance or whether or not the threshold is within acceptable tolerance for a smoke door. On the balance of probabilities by analogy with the criteria in that fire risk assessment, the Tribunal has no doubt that had the assessor been given the opportunity to inspect the entrance door to the Flat it would have failed on a number, if not all of these criteria.

24. Mr Winter’s explanation of why the assessor did not inspect the Flat, would not have prevented the assessor from ascertaining the size of the gap between the service cupboard front door and its door frame. Be that as it may, the Tribunal is satisfied that the photographs depict an unacceptably wide gap between the frame and the service cupboard door which falls below the standard of good condition in the repairing covenant, in Clause 4(A)(i) of the Lease.

25. In addition the Applicant says the Respondent has failed to comply with Article 8(1)(b) of the 2005 Order so far as it relates to the Flat’s entrance and adjoining service cupboard doorsets to "take such general fire precautions as may reasonably be required in the circumstances of the case to ensure that the premises are safe."

26. The 2005 Order applies to all doors between the domestic premises and common parts under article 6(1A). Article 8(2) (b) requires 1) the responsible person in relation to relevant persons who are not his employees, take such general fire precautions as may reasonably be required in the circumstances of the case to ensure that the premises are safe. The Respondent is a responsible person in relation to the premises as she is subletting for profit within the meaning of paragraph 3(b)(ii) of the 2005 Order.

27. Following the inspection in November 2021, HES wrote to the Respondent by email on 23 February 2022 (at pages 111-112) as follows

“Fire / Electrical safety

.....

We also remind you again that you have statutory duties and obligations under The Regulatory Reform (Fire Safety) Order 2005, including the obligation to co-operate with this agency. Fire Rating of Flat Entrance - Flat Entrance Door Set The concern has previously been raised with you about the necessity to ensure that the flat's entrance is suitably fire rated, most recently by way of circular emails dated 03 November and 20 December 2021 but we've heard nothing from you in reply. Your representative advised that you hold a current/valid certificate to confirm that your flat entrance is suitably fire rated but no copy has been provided to this agency as yet. If you do have such a certificate please send a copy but, I have to say, it was fairly obvious to me, even as a non-fire door assessor, that the fire rating of the flat entrance falls short of current expectations/requirements.

As previously advised, most recently by way of the generic circular mailshot dated 03 November 2021... "Whilst it may be the case that the entrance was originally provided with a fire doorset appropriate at the time, standards/requirements have changed and, over time, doors/frames can warp with age/use, or become damaged, or may have been inadequately altered or replaced, or inappropriate door locks and/or other fixtures may have been fitted which have compromised the fire rating. Accordingly, if you do not have such evidence for your entrance doorset then you must either:- contact an accredited fire door inspector to arrange to have your doorset inspected and, if possible, certified as fire-safe by that inspector or otherwise for the inspector to advise you what you need to do next; or to arrange with an accredited fire door installer to install an appropriate fire doorset, lock and hardware to meet current fire safety requirements."

Accordingly, please confirm your arrangements to ensure and evidence that the flat's entrance is suitably fire rated.

We hasten to add, we also have the same concerns with other flat entrances at the building and those concerns are actively being chased-up but any outstanding concerns or non-cooperation will have to be placed with the relevant Fire Enforcing Authority to deal with.

Fire Rating of Flat Entrance - Service Cupboard Door Set

It was discussed with your representative the concern with the service cupboard entrance door which is situated immediately next to your flat's entrance and which provides access to the cupboard housing your electrical meter and distribution board. Because that cupboard entrance is also a demised structure sitting between the flat and the communal escape route, that structure must also be suitably fire rated of course. This would no doubt have been mentioned to you by whomever issued you with the certificate which your representative has said that you hold. Accordingly, please also confirm your arrangements for ensuring the cupboard entrance is also suitably fire rated."

28. HES wrote to the Respondent on the 15th October 2022. A copy of that letter is at pages 151 to 152. Part of that letter contained the following:

"FLAT ENTRANCE DOORSETS TO BE SUITABLY FIRE RATED

We wish to remind you that all flat entrance doorsets which open in from a communal area / escape route must be maintained as a suitable fire rated doorset and able to be evidenced as such when requested.

You should also seek the reassurance of those of the neighboring flats that share the same communal area / escape route as your flat that their flat entrance doorset can also be evidenced as a suitable fire rated doorset.

If such evidence is not available then please either:-

a) urgently contact an accredited fire door inspector to arrange to have the doorset inspected and, if possible, certified as fire-safe by that inspector or otherwise for the inspector to advise what actions must be taken next;

OR

b) subject first to obtaining prior written consent (see next paragraph), arrange with an accredited fire door installer to install an appropriate fire doorset to meet current fire safety requirements.

Important: Despite whether a flat entrance doorset is to be upgraded or replaced, because it is a passive fire protection component forming part of the communal area / escape route and required to help achieve fire compartmentation at our client freeholder's building, please apply to this agency for our client's prior written consent once the required works are known and who is to carry out those works."

29. That form of wording was repeated in HES's letters of the 11th April 2023, 2nd November 2023, and letters of 7th May 2024 to the Respondent at pages 156, 166 and 172. A second letter of 7th May 2024 at 173-176 repeated that wording and contained additional information about the Building Safety Act and the fact that the block was a "higher risk building".
30. In the Respondent's email of 17 February 2025 at page 193, she says as follows about the issue of compliance with fire regulations, referring to the inspection by the Applicant's agent in November 2021, after referring to Mr Winter's conduct as harassment:

"It is important to note that at the time that conversation was being recorded, the front door had been fitted with a closer and was compliant with the fire regulations (*we have certificate and other fire inspection emails confirming this*) and your comments about the side cupboard were and remain false and wrong. This is because the fire regs and all fire safety instructions clearly state locked cupboards are exempt from any door closure/fitting. The only requirement is that they remain locked (which they clearly do) and a sign be placed stating fire door keep locked (not having a sign doesn't make it noncompliant)." (emphasis added)

The Respondent has not produced the certificates or fire inspection emails she refers to. The Tribunal takes into account the expertise of the ESFRS, who inspected the block on the 24th April 2024. As a result of that inspection an enforcement notice was issued by ESFRS on the 18th July 2024 alleging the following breaches of the 2005 order:

"Failure under Article 8(1)(b) of the Regulatory Reform (Fire Safety) Order 2005 (The responsible person must take such general fire precautions as will ensure the safety of any of his employees and/or relevant persons present).

- 1.1 Failure The Responsible Person has failed to take measures to reduce the risk of the spread of fire and smoke throughout the premises.

Remedy All internal fire resisting doors (or alternatively their respective door frames) are to be fitted with intumescent strips and cold smoke seals. In addition, all flat entrance doors and doors leading onto the single stair or adjoining corridor, should be a minimum of FD30S and fitted with self-closing devices of the equivalent standard of fire resistance and maintained as self-closing.

- 1.2 Failure The Responsible Person has failed to enclose the electrical intake / meter cupboards situated on the means of escape with adequate fire resisting construction.

Remedy The electrical meter cupboards located adjacent to flat front doors should be enclosed in non-combustible materials, to provide 30 minutes

standard of fire resistance. Fire resisting doors to meter cupboards need not be fitted with a self-closing device providing that they are kept locked shut when not in use but will require.

- Intumescent strips and smoke seals.
- Three brass/steel fire rated hinges.
- A "Keep Locked Shut "when not in use sign."

31. Those breaches alleged by ESFRS, are in all material respects the same as those alleged by the Applicant in relation to the flat entrance door and the service cupboard entrance door. The Respondent has not commented upon the contents of the enforcement notice or produced any confirmation of her assertion that locked cupboards are in some way exempt from the requirements of relevant fire safety legislation. For the purposes of the covenant in S1/12, the Tribunal is satisfied the Respondent was in breach of articles 8, 17 and 22 of the 2005 Order at the date of the application and remains in breach in failing to remedy the defects in the front entrance door and service cupboard door in failing to cooperate with the other responsible person (the Applicant) so as to comply with the requirements and prohibitions imposed by the 2005 Order.

Was there a breach of s 95(2)(c) of the Building Safety Act 2022 ?

32. The Applicant alleges breach of this provision in its grounds of application on page 41. Section 95 provides as follows:

“95 Duties on residents and owners

(1) This section applies to—

(a) a resident of a residential unit in an occupied higher-risk building who is aged 16 or over;

(b) an owner of a residential unit in such a building.

(2) A person to whom this section applies—

(a) must not act in a way that creates a significant risk of a building safety risk materialising;

(b) must not interfere with a relevant safety item;

(c) must comply with a request, made by the appropriate accountable person, for information reasonably required for the purposes of a duty under section 83 or 84.”

33. The Applicant alleges (at pages 17 and 41) the Respondent failed to:

"comply with a request, made by the appropriate accountable person, for information reasonably required for the purposes of a duty under section 83 or 84"

Whereby those duties under section 83 and 84 are for the Accountable Person to assess and manage "building safety risks" (which meaning is given at Section 62 of the 2022 Act) and the Respondent having failed to provide the requested evidence that her two door sets are suitably fire rated.”

34. For most purposes section 95 of the 2022 Act came into force on 16 January 2024: see the commencement order at 2024 SI No. 40. The Applicant has not identified the request for information after that date (or before that date) which it relies upon as a breach of section 95. There is a lengthy 4 page letter of closely typed information in a small font sent to the

Respondent on 7th May 2024 at pages 173 to 176. It is unclear which part or parts of that letter (if any) are relied upon in support of this allegation. The Tribunal is not satisfied there has been a breach of the covenant in S1/12 by failing to comply with a request which has not been properly identified.

Failing to keep the floors (except the kitchen and bathroom) close carpeted and underfelted in the flat contrary to Clause 4(H) of the Lease.

35. The Applicant refers to “Annex 4” (pages 109 -144) containing emails reminding/chasing the Respondent to, amongst other things, confirm her arrangements for compliance with Clause 4(H) of the Lease and Annex 6 (page 189 onwards)) containing photographs taken during an inspection of the Flat on 15 November 2021 showing the flooring in the Flat did not comply with Clause 4(H) of the Lease which required her to “Keep the floors (except the kitchen and bathroom) close carpeted and underfelted ”

The Respondent said as follows in relation to this (in her email of 17 February 2025 at page 194):

“The wood flooring – in 2006 the managing agent of 50 The Drive (your father) in exchanges in writing regarding lease extension for flat 18 50 the Drive, suggested surveying the flooring and other improvements to the flat as part of calculating the lease extension price offer sent to me after that inspection. It included 3 different term extension offers all of which included the surveyed wooden floor and other improvements. Given that there is also thick insulation under the wood floor (even less sound or noise from walking on it than a carpet floor) and the fact that the freeholder managing agent surveyed and accepted the wood flooring as an improvement to be calculated as part of a lease extension offer, (and did not state or refer to it as a breach), the question for the court or a tribunal isn’t just whether this is a continuing breach or a once for all breach.”

36. The Respondent has not produced any of the documents or correspondence referred to about the exchange in 2006 with Mr Winter’s father. The Tribunal is satisfied that the flooring does not comply with clause 4H of the Lease. The Tribunal does not have sufficient evidence to determine whether there has been a waiver of the terms of that covenant. In the absence of any further confirmation or evidence from the Respondent, the Tribunal cannot begin to consider whether the covenant has been waived. This should not be treated as a finding that the right to forfeit has, or has not, been waived.

Failure to provide notice and pay registration fee for sub-letting

37. The Applicant says it is common ground that the Respondent has, for many years, been sub-letting the Flat and receiving its rackrent. Clause 3(G) of the Lease required her

“Within one calendar month after the same shall be executed or shall operate or take effect or purport to operate or take effect to produce to the Lessor’s Solicitors every ... Underlease of the Flat for any period...for the purpose of registration and for such registration to pay to such solicitors the appropriate Solicitors Registration Fee.”

38. The Applicant refers to Annex 4 contains an index and hardcopies of emails reminding/chasing the Respondent to, amongst other things, confirm her arrangements for compliance with Clause 3(G) of the Lease to register her sub-letting(s).”

39. The Respondent said in relation to this in her email of 17 February 2025 at page 194

“Failure to notify of subletting and pay fee -because of the time limit of one month, and the fact that you’ve had knowledge of this for a very long time, even suggesting

in writing that as a landlord to my tenants, it was my responsibility to stop the leak from the roof. This is a once for all breach, you have waived the right to forfeit for that breach”

40. The Tribunal is satisfied that the Respondent has not complied with the requirements of clause 3(G) of the Lease. The Tribunal does not have jurisdiction to deal with the allegation that the right to forfeit has been waived.

Was there a breach of clause 4D of the Lease as alleged on page 17?

41. By clause 4(D) of the Lease provides the Respondent promised “Not to do or permit to be done any act or thing which may cause any increased or extra premium to be payable for insurance of the Flat or the Block or any part thereof or which may render void or voidable any policy or policies of such insurance ...”
42. The Applicant asserted the Respondent’s failure to ensure that the two doorsets to the Flat are evidenced as being suitably fire-rated, the Respondent is and was in breach of this covenant. Mr Winter was unable to point to any increase in the premium or any other evidence that the insurance policy was liable to be rendered void or voidable. There was no insurance documentation correspondence or other evidence to support this proposition. The Applicant has not satisfied the Tribunal that this covenant has been breached by the Respondent or she is in breach of this covenant.

H Lederman

Tribunal Judge

14 September 2025

RIGHTS OF APPEAL

1. 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.
2. 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.
3. 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.
4. 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.

