



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

Property	Flat 18 Alexander Court, Trafford Road, Salford M5 4LF
Applicants	CH27 Limited
Respondents	Mr Abdulaziz Ibrahim Abozeid
Case number	MAN/00BR/LBC/2024/0605
Date of Application	1 March 2024
Type of Application	Commonhold and Leasehold Reform Act 2002 Section 168(4)
Tribunal Members	K M Southby (Judge) A Davis MRICS FAAV (Valuer Member)
Date of Decision	17 September 2025

DECISION

DECISION

The Respondent is in breach of obligations under the lease to pay the service charges contrary to clause 4

BACKGROUND

1. On 1 March 2024 the Tribunal received an application from CH27 (“the Applicant”) for determination of liability to pay and reasonableness of service charges in respect of a property at Flat 18 Alexander Court, Trafford Road, Salford (the Property). The Applicant’s representatives subsequently confirmed [page 55] that they wished this application to proceed under s168 Commonhold and Leasehold Reform Act 2002 as an application for a determination that a breach of covenant in a lease has occurred.
2. The Applicant is the freehold owner of the Property. The Property is held under a lease dated 14 November 1994 for a term of 999 years from 1 January 1993. The Tribunal was provided with a copy of the lease as part of the bundle.

INSPECTION

3. The Tribunal determined that an inspection of the property was unnecessary and with the consent of the parties the determination was conducted purely on the papers. The Tribunal was provided with a bundle of 206 pages together with accompanying correspondence.

THE LAW

4. This is an application pursuant to s168(4) Commonhold and Leasehold Reform Act which provides “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.
5. The Tribunal’s decision in an application such as this is often a precursor to an application for an order of forfeiture of the lease by reason of breach of covenant or condition in the lease. The Tribunal is mindful that although S81 of the Housing Act 1996 requires a determination that service/administration charges are owed by a tenant before forfeiture proceedings can be started, sec 169 (7) of CLRA states that:
“Nothing in s168 affects the service of a notice under sec 146 LPA 1925 in respect of a failure to pay
 - (a) a service charge, or
 - (b) an administration charge

6. Notwithstanding this, the Tribunal has proceeded to make the requested determination as it is a matter for the Applicant and their representative what question they put to the Tribunal.

EVIDENCE

7. The Tribunal considered the totality of the evidence in the bundle even if we do not specifically refer to it, and in particular to the witness statement and accompanying exhibits of Mr Ali. We note that no contrary evidence has been provided by the Respondent.
8. The Tribunal is satisfied that under clause 4 of the Lease the Respondent is required to pay the Service Charge.
9. The Tribunal is satisfied that the service charge demands from 2011 to 2022 have been sent to the Respondent's address as noted on the Proprietorship Register [pages 38 to 117 of the exhibit to the statement of Mr Ali] and therefore that the service charges have been properly demanded.
10. The Tribunal is persuaded by the evidence of Mr Ali [pages 118-119] that the amount owing on the service charge account is £11,214.32

CONCLUSIONS

11. The Tribunal is satisfied and accordingly determines that the Respondent is in breach of obligations under the lease to pay the service charges from 2011 to 2022 in the sum of £11,214.32 contrary to clause 4 of the lease.

APPEAL

12. If either of the parties is dissatisfied with this decision, they may apply to this Tribunal for permission to appeal to the Upper Tribunal (Lands Chamber) on a point of law. Any such application must be received within 28 days after these written reasons have been sent to them rule 52 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013).