



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

Case reference : **CAM/22UB/LSC/2025/0007**

Property : **6 Firs Court, Kent View Road, Basildon
SS16 4JS**

Applicant : **Dansesdale Land Limited**

Representative : **Charlotte Wilk (Counsel)**

Respondent : **Ayokunie Windokun**

Type of application : **Determination of an alleged breach of
covenant under section 168(4)
Commonhold and Leasehold Reform
Act 2002**

Tribunal members : **Judge K. Saward
Mr D. Jagger MRICS**

Date of hearing : **11 December 2025**

Date of decision : **15 December 2025**

DECISION AND REASONS

Decision of the Tribunal

- (1) The Tribunal determines that for the purposes of section 168(4) of the Commonhold & Leasehold Reform Act 2002 the Respondent has breached paragraph 1(a) of Part IV of the Schedule to their Lease (more particularly described below) by subletting the flat at 6 Firs Court, Kent View Road, Basildon for short term transitory lettings through internet booking agencies.

REASONS

The Application

1. By application dated 1 May 2025, the Applicant freeholder seeks a determination under section 168(4) of the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”) that the Respondent leaseholder is in breach of their lease of 6 Firs Court, Kent View Road, Basildon (‘the Property’). In particular, it is alleged that there has been breach of paragraph 1(a) of Part IV of the Schedule to the lease by subletting the Property for short term lettings.
2. Whilst the Respondent invited the Tribunal to inspect the Property if we so wish, an inspection was unnecessary to decide the issues arising. We are satisfied that it is fair and just to decide the application without a site visit.

The hearing

3. With the consent of both parties, the hearing took place remotely using the CVP online video platform. Prior to the hearing, the Respondent had requested a postponement on the basis that he was travelling to South Africa. He also referred to suffering from a medical condition. The application was refused by Judge MacQueen on 10 December 2025 due to inconsistencies in the reasons and materials relied upon.
4. The Applicant was represented by Charlotte Wilk, Counsel, who called Victoria Galloway to confirm the content of her witness statements as true. Mr Windokun, the Respondent, attended the online hearing and confirmed that he was joining from the UK (having returned from South Africa). Mr Windokun confirmed that he was content to proceed and was no longer seeking an adjournment after his application for postponement had been refused.
5. The Tribunal accommodated the reasonable adjustments requested by Ms Wilk and Mr Windokun through the provision of regular breaks.

6. The documents before the Tribunal comprise a bundle of 326 pages. References to pages within the bundle are given in brackets in our determination. Before the start of the hearing, we received ‘skeleton arguments’ from both parties. It also emerged that the Respondent had sent documents by email to the Applicant’s Solicitors and Tribunal on 10 October 2025 which were not within the hearing bundle. A short adjournment took place for the Tribunal panel and Ms Wilk to have opportunity to read the email and 11 attachments.
7. At the start of the hearing, Ms Wilk raised certain procedural issues. It was argued that the Respondent had breached the Tribunal’s Directions of 15 August 2025 by not producing a witness statement. This argument was dismissed by the Tribunal given that the Directions required “any” signed witness statement of fact relied upon to be submitted by 25 September 2025. The Directions did not compel the provision of a witness statement, nor did they preclude the giving of oral evidence, subject of course to rules of procedural fairness.
8. Ms Wilk submitted that the Tribunal cannot rely upon the Respondent’s documents submitted on 10 October 2025, as they were late and arguably prejudicial to the Applicant. Whilst they were sent some days after the 25 September 2025 deadline, the Tribunal noted that the Respondent is unrepresented and the documents went to the Applicant’s Solicitors two months prior to the hearing. There was plenty of time for the Applicant’s legal representatives to consider them and prepare accordingly. No objection had been raised previously. It was difficult to see what prejudice could arise to the Applicant. Indeed, the balance of prejudice lay with the Respondent if unable to produce documents on which he wished to rely.
9. The overriding objective within Rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 is to deal with cases fairly and justly. This includes seeking flexibility in the proceedings, avoiding delay and ensuring (so far as practicable) that the parties are able to participate fully in the proceedings. In the circumstances, the Tribunal admitted the documents and has considered them. For the avoidance of doubt, the Tribunal has also considered the Respondent’s ‘skeleton argument’ albeit including further new points. Having read the short submission, Ms Wilk did not oppose its inclusion.
10. The Tribunal heard live evidence from Mr Windokun, who was cross examined by Ms Wilk. He also answered questions from the Tribunal. Mr Windokun declined the opportunity to put questions to Ms Galloway, the Applicant’s witness.

The Lease

11. The lease to the Property was granted on 18 March 1988 for a term of 125 years from 25 March 1987 (“the Lease”). The Respondent took an assignment of the Lease on 28 June 2021.
12. At clause 3(d) of the Lease, the tenant covenants with the landlord to perform and observe the covenants set out in Part IV of the Schedule. The central issue in this appeal is paragraph 1(a) of Part IV where the tenant agreed:

“Not to use the demised premises nor permit the same to be used for any purpose whatsoever other than as a private residence in the occupation of one family only”

The Issues

13. The issue to be determined in this case is whether there has been a breach of covenant of a clause or clauses contained within the Lease. That requires consideration of the following questions:
 - (1) Is the clause relied upon by the Applicant within the Lease of the Property?
 - (2) What are the facts giving rise to the claimed breach or breaches?
 - (3) If proven, do those facts constitute a breach of the lease?
14. As emphasised at the hearing, the Tribunal is not ruling on the severity of any breach, whether any breach has been remedied or whether any such use must cease. All are potential matters for the County Court. Our focus is on establishing whether a breach of covenant has occurred.

The Law

15. The material provisions of section 168 of the 2002 Act state:

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.

The Applicant's case

16. The Applicant maintains that the Respondent has been using the Property for short term lettings through Airbnb and Booking.com since 2021. At the time of the application, there had been 121 reviews for the flat on Booking.com and 95 reviews on Airbnb. Screenshots of both websites are provided.
17. The Applicant says that the lettings are on a short-term basis, often for only one night or a couple of days. The Applicant considers there to be a clear breach of the private user clause at paragraph 1 of Part IV of the Schedule to the Lease.
18. The Applicant's case is supported by witness statements made by Victoria Galloway, Estates Management Co-ordinator for the group of companies of which the Applicant company forms part. Ms Galloway states that she relies upon information both from her own knowledge and information provided by the Applicant's managing agents.
19. It is Ms Galloway's evidence that she received a complaint in April 2025 from a maintenance operative on site that Flat 6 was being used as an Airbnb with guests instructed to park on the lawned areas.
20. Ms Galloway states that she was quickly able to find Flat 6 on Airbnb's website. The flat was also found advertised on Booking.com, both on short term lettings. Screenshots are provided from 4 April 2025, 25 April 2025, 6 May 2025, 20 June 2025 and 15 August 2025. The host's name on Airbnb is "Ayo" and "Ayo Windokun" on Booking.com.
21. The Applicant relies upon exchanges of communications with the Respondent. In particular, the Respondent's initial response of 8 April 2025 to the letter of claim that does not deny short-term letting but asserts consent to the letting from his mortgagee.

22. Following the issue of these proceedings, the Respondent replied on 7 May 2025 that he had *“a long-term ongoing illness, which made me let out the property to WINDY AUTOS LTD between the mentioned period, and I was unable to be responsible for the property”*.
23. The Applicant does not consider that the medical condition suffered by the Respondent from 2022-2023 has any bearing on this dispute. [Details of the Respondent’s condition are provided but are not set out here by reason of it being personal data.]
24. The Respondent provided Ms Galloway with a copy of the tenancy agreement between himself and Windy Autos Ltd for the period 28 December 2022 to 28 December 2025. It is appended to her statement. From a Companies House search, the Respondent is the sole director and shareholder of Windy Autos Ltd.
25. The Applicant considers that the photographs of the Property, which is now being marketed for sale, are clearly the same as those advertised on Booking.com and Airbnb.

The Respondent’s case

26. In an email to the Tribunal on 1 September 2025, the Respondent submits in summary that:
 - 26.1 The landlord has provided no evidence that guests of the flat were using the lawn as a car park.
 - 26.2 The landlord had threatened county court proceedings as “propaganda and a way of extortion”.
 - 26.3 Proof was provided to the landlord that both Booking.com and Airbnb can be used to advertise short and long-term lettings. The Respondent had offered to remove the property advertisement on those sites.
 - 26.4 The Respondent confirms being the sole director and shareholder of Windy Autos Ltd and queries the relevance.
 - 26.5 The Respondent struggles to understand what the landlord wants.
 - 26.6 The Property is currently for sale, but it is challenging finding a buyer.
 - 26.7 He confirms that the *“property was online and displayed for long-term renting and I can confirm that I have managed to secure a long-term tenant from open rent to the property”*. A copy of a tenancy agreement is provided for Flat 6 dated 17 July 2025 beginning on 1 September 2025.

26.8 The online listing for the Property is no longer required and will be removed.

27. By email to the Applicant's Solicitors on 17 April 2025, the Respondent stated:

"I rent out the property as a private residence to one family on an AST, which is permitted under the terms of the 1988 lease, save for the restriction in the last 7 years at clause 2(7). Due to the high cost of the agency fee, I advertise the property through an estate agent and Airbnb. I can confirm that Airbnb provides long-term rentals. All of our tenants are not strangers or groups of people, but only one known family with a tenancy agreement, which I can provide you with a copy of if required in court.

I can confirm that I have only rented the property as a private residence to one family with a tenancy agreement, not by paying strangers to occupy it as a private dwelling house."

28. On 7 May 2025, the Respondent said:

"I can confirm that I had a long-term ongoing illness, which made me let out the property to WINDY AUTOS LTD between the mentioned period, and I was unable to be responsible for the property.

The AIRBNB and Booking.com screen grab bookings and reviews do not confirm that they relate to Flat 6 Firs or the Respondent's."

29. In anticipation that these Tribunal proceedings can be cancelled, the email of 7 May 2025 ended:

"I have arranged with all parties to ensure that the flat is no longer used for short-term lettings immediately, in breach of the user clause. Due to my health conditions and incapacitation for the rest of the year, the property will be put on sale by 09/05/2025."

30. On 4 June 2025, the Respondent wrote:

"I am writing to send in my defence as the Respondent regarding the breaches in the case, and I have proposed to stop the proceeding by directing the removal of the advertisement of the property for Shorthold Tenancy on Airbnb and Booking.

To confirm the property in question was rented out to the company on a Shorthold Tenancy, and the company managed the tenancy by advertising on Airbnb and Booking for a Shorthold Tenancy due to my

incapability, because of my illness, to manage the property on my own. Please take a look at the attached Tenancy Agreement.”

31. The Respondent proceeds to deny that he has used the Property for short terms lettings through Airbnb and Booking.com, often for a night or couple of days. He further denies being in breach of his Lease. The explanation given is that the Respondent has *“an existing Airbnb and Booking account, which the company used to list the property on the platform. This is because they do not allow company accounts, and we have to use the director's account.”*

The Applicant's reply

32. In a second witness statement, Ms Galloway accepts that it is possible to use online hosting sites, such as Airbnb and Booking.com to arrange longer terms rentals. However, Ms Galloway states that Flat 6 is not being used for this.
33. Despite a new assured shorthold tenancy purported to be granted on 17 July 2025 for a term starting on 1 September, there are numerous new reviews of the flat. Ms Galloway produces further screen prints from Booking.com and Airbnb to show that the sites were still live as of 1 October 2025 for short term bookings for 3 nights on both websites.

Evidence heard

34. During the hearing, the Respondent referred to his email sent to the Applicant and Tribunal on 10 October 2025. In this email, the Respondent had added to his case that securing a long-term tenant was difficult due to the condition of the building. Airbnb and Booking.com are used to advertise for a long-term tenant. The Respondent states:

“I can confirm that there are no short-term transitory lettings evidence relating to Flat 6 Firs Court, the property in question. However, the feedback you have referred to pertains to me, Ayo Windokun, as a person with multiple properties listed, not to the property itself. I updated a previous listing to list the property in question for AST, The historical records were transferred. See the attached evidence.”

35. The Respondent elaborated at the hearing that the online guest reviews are for another property within his listing. By way of example, the Respondent referred to page 143 of the bundle where a red brick building is shown with grey door, which is not the Property. The Respondent confirmed, however, that the internal photographs are Flat 6. He did not accept that any of the guest reviews refer to the Property.
36. The Respondent stated that the first notice he had of any issue was when the Applicant complained of his tenant parking on the lawn. All residents

were parking on it. The building is in a terrible state, there are complaints of noise and drug abuse resulting in a high turnover of tenants. No-one wants to stay long as they do not feel secure.

37. The Respondent said he spent a lot of money on the Property which he bought as a 'buy to let' on assured shorthold tenancies. He usually seeks a one-year tenancy. He has been listed on Airbnb and Booking.com for years as they allow long-term letting and there is no need to accept the booking.
38. A buyer has now been found for the Property. It is currently occupied by a Council tenant from the London Borough of Tower Hamlets to whom the Property has been let on an assured shorthold tenancy since 1 October 2025 for a minimum 2-year contract.
39. He confirmed that the red brick building with gable fronted ends that appears in numerous screenshots within the bundle is Firs Court. The Property was confirmed to be accessed via the white door on the right.
40. The Respondent explained that he is a businessman with a construction company, car dealership, plus a few properties. He cannot keep track of how many individuals/couples have rented the Property. Due to long term illness, he had left his company to manage the 4 or 5 properties that he owns. The Respondent confirmed that as 'owner' of the online platforms "everything comes to me". He "sometimes" manages the site, but as a "super host" on Airbnb, they would put "pictures and content" on his site.

The Tribunal's determination

41. The Property which is the subject of the application is a 1-bedroom flat within a block of flats at 1-7 Firs Court. The Applicant owns the freehold.
42. A tenancy agreement dated 28 December 2022 shows that the Respondent sublet Flat 6 to Windy Autos Ltd from 28 December 2022 until 28 December 2025. There is no dispute that subletting is permitted under the terms of the lease (except in the last 7 years). Rather, the alleged breach concerns the user covenant that restricts the use to a "private residence in the occupation of one family only".
43. The question of whether there has been a breach of covenant must be determined on the civil standard of proof, i.e. on the balance of probabilities. The burden of proof is on the Applicant to establish the facts and that these constituted a breach of the leaseholder's covenants.

Whether the clause is within the Lease

44. We start by finding that the user covenant on which the dispute arises is contained within the Respondent's Lease of the Property. That being so, the key issue turns to whether Flat 6 has been used for any purpose whatsoever other than as a private residence in the occupation of one family only.

Findings on use of the Property

45. For clarity, there is no suggestion that the tenant must occupy the flat himself. The requirement is for the flat to be used as "a" private residence by one family. The Property could be occupied as a private residence by one family regardless of it being sub-let to a company.
46. The Applicant was prompted to investigate the use of the Property when alerted by a maintenance operative that an Airbnb guest at the Property had parked on the lawn. That is a separate dispute and provides context only.
47. The main thrust of the Respondent's case is that the Applicant cannot prove there were sublets of a transitory nature. He accounts for the online advertising at nightly rates and guest reviews as those for other properties within his listing.
48. There is a significant amount of material within the hearing bundle on which the Applicant relies. On Booking.com "WindyS Basildon Smart Home" is described as a "recently renovated holiday home with one bedroom and a living room. Guests enjoy a private garden and WiFi throughout the property". When asked if this describes the Property, the Respondent replied that no address is given (i.e., on the webpage).
49. A screenshot bearing the date of 4 April 2025 (p.61) shows the Respondent's Airbnb site with the tagline "WindyS Basildon Smart Homes, you will love it". It is undisputed that the building shown is 1-7 Firs Court and the internal photographs are of Flat 6. Beneath the photographs, there is a description of "1 bedroom, 2 beds, 1 bathroom". There are 95 reviews and a price of £72 per night. The Respondent says that dates on screenshots can be changed but the Tribunal has no reason to believe that the Applicant's Solicitors who prepared the bundle would have done so, or indeed anyone else.
50. The Respondent denied that the tagline "WindyS Basildon Smart Home" refers to the Property. He confirmed being the person called "Ayo", a "superhost" on Airbnb. Against Ayo's profile for "Windy Smart Home Basildon" it says: "The only Smart Home in Basildon." The Respondent dismissed this as "just a catchphrase to get customers" and said there are other WindyS Smart Homes in Basildon. He also has a WindyS Smart

Home in Grays. That may be so, but the site pages specifically include the word “Basildon”.

51. In answer to the Tribunal’s questions, the Respondent confirmed that he only owns one property in Basildon, which is Flat 6. He does not own any other flats within Firs Court. It was late in the proceedings when the Respondent claimed that his company also managed other properties in Basildon on behalf of other people as a co-host. The suggestion being that “WindyS Basildon Smart Home” was one of these other properties. However, he was unable to give any details of these properties for which no documentary material is provided. It appeared to be an afterthought that is so lacking in detail we do not find this argument to be credible evidence.
52. The Tribunal finds it implausible that photographs of the Property would be used under the tagline “WindyS Basildon Smart Home” unless that was the property available to book at £72 per night. We are reinforced in that view because in April 2025 “Ayo’s listings” on Airbnb had just two properties listed; a serviced apartment described as “WindyS Grays Smart Home” and a “home” being “WindyS Basildon Smart Home” with a photograph of 1-7 Firs Court. In addition, the location map for “WindyS Smart Home” on Booking.com pinpoints a position along Kent View Road in Basildon and shows a small image of Firs Court.
53. The Respondent maintains that the reviews appearing against “WindyS Basildon Smart Home” are also for another property. According to the Respondent, if a review is given referring to a kitchen, say, then the site will draw down an image with a kitchen from all photographs uploaded by the owner from his listing, which includes other properties. He insists that those reviews with photographs either show another property or they are images of the Property with a review for another property.
54. There is nothing before us to verify that this occurs with the site or is even possible. We note a disparity exists between the external and internal pictures on p.143. However, that the copy of the page is severed and text at the top refers to “your space preview -listing editor- Airbnb”. The footnote is also indicative of a hosting space. The status of the page is unclear, and we can place little reliance on it.
55. In any event, an entry on Booking.com for “WindyS Basildon Smart Home” says that “guests say the description and photos for this property are very accurate”. It strikes us as unlikely that a “very accurate” rating would be given if indeed the photographs of the property available to book are actually of another property besides Flat 6.
56. Moreover, the description is consistent with the Property in terms of its accommodation and having “an outdoor front garden with garden furniture”. There is a lawn to the front of the building at Firs Court. The published images show a garden table and chairs positioned on the lawn

in front of Flat 6, as confirmed by the Respondent. On the location map (p.101), the Respondent confirmed that the Property is accessed via a road named 'Mollands'. This is also consistent with the description of the advertised property having a "quiet street view" (p.88).

57. Guest reviews appear under pages headed "WindyS Smart Home, you will love it, Basildon (updated prices 2025)". There are 118 reviews recorded. Of those produced, the reviews are for stays of between 2 to 4 nights from April to May 2025. A review dated 15 May 2025 for 4 nights refers to a "perfect place to stay while working- in Basildon" (p.147).
58. On 15 August 2025, there were 120 reviews on Booking.com against "WindyS Basildon Smart Home" (p.92-93). Reviews are displayed alongside external images of the Firs Court building and some internal images confirmed to be Flat 6. The score of 9.2 is given with "90 detailed reviews" and the words "high score for Basildon". A location map gives the address of the Property (p.94). This would all be very misleading if not relating to the Property. On the same date, there were 100 reviews on Airbnb beneath photographs of the Property. A price is given of £165 for 2 nights (p.96).
59. The Respondent accounts for the high number of reviews from short term lets as being reviews against all the properties within the Respondent's listing, not the Property. We accept that many of the reviews produced do not say which "WindyS Smart Home" is being reviewed. However, the Respondent's explanation is illogical where reviews appear under the banner of "WindyS Basildon Smart Home". We are also satisfied that there are reviews which do refer to the Property where they specifically mention Basildon, as above.
60. Notably, someone called 'Lesley' posted a review on 3 April 2023 (p.240) for a 1-night stay in April 2023 and uploaded her own photographs. When enlarged it is very clear that the kitchenette is the same as that shown in images elsewhere in the bundle confirmed to be Flat 6. The lighting in the photographs is markedly different from those provided by the Respondent for use on his sites. Their inclusion against the review cannot logically be explained away as some form of automated draw down for a review of another property.
61. Another line of argument pursued by the Respondent at the hearing was that the Property was only ever sublet on assured shorthold tenancies ("ASTs"). Having bought the Property as a 'buy to let', his interest was solely in long-term letting of at least 6 months but ideally one year or more. In this regard, reliance is placed on three ASTs: (1) for the period 28 December 2022 until 28 December 2025 to Windy Autos Ltd (p.122); (2) dated 17 July 2025 commencing on 1 September 2025; and (3) to the London Borough of Tower Hamlets commencing on 1 October 2025. Whilst the Respondent says there were other tenancies, no details of any kind are produced.

62. The first tenancy agreement is between the Respondent and the company of which he is sole director and shareholder. It is of no evidential value in undermining the Applicant's case. Clearly, the Property could still have been let on a short-term transient basis. Indeed, the Respondent suggested that his company, referred to as 'WindyS', had been left in charge of the Property during his illness. He was seemingly unaware of who occupied the Property albeit also adamant that there were no short-term lets.
63. The second tenancy agreement appears incomplete and has typed signatures. On the Respondent's own evidence, the tenant only stayed for a couple of weeks and so this does not preclude the possibility of short-term lets having occurred either before or after any such occupancy. The third tenancy commenced on 1 October 2025 when the Applicant submits that bookings via the online sites still continued. There is no evidence before us on when occupation began.
64. Other material relied upon by the Respondent is a 'statement' of Andrew Akiri. This is not in the form of a witness statement. It is an email sent on 9 October 2025 stating that Mr Akiri has been engaged as the agent in sales and marketing for the Property since April. He was responsible for identifying prospective buyers and securing long-term tenants. It says: *"During this period, the property has consistently remained vacant at the time of all scheduled viewings, with no evidence or indication that it has been occupied for any short-term lettings"*. An unsigned and undated statement is not evidence. It carries little weight. In any event, the email does not say that short-term lettings did not occur, only that the Property was vacant with no sign of occupation when viewings took place.
65. The Respondent blamed the poor condition of the building for a large turnover of tenants. The Tribunal finds it surprising that if there were long-term tenants in the Property prior to October 2025 as the Respondent suggests, that he could not recall any details whatsoever. He was unable to remember any timeline, whether the tenants were individuals or couples or how long they stayed except for the one tenant in occupation for 2 weeks in September 2025. He suggested that there were other ASTs in place yet only produced copies for those starting from 1 September 2025.
66. Overall, the Tribunal found the oral evidence of the Respondent to be far from satisfactory. Whilst taking account that he was unrepresented, his answers were evasive and inconsistent. They were also contradicted by his own email of 7 May 2025 when he stated: *"I have arranged with all parties to ensure that the flat **is no longer used for short-term lettings immediately, in breach of the user clause** [emphasis added]. Due to my health conditions and incapacitation for the rest of the year, the property will be put on sale by 09/05/2025."*

67. This makes quite clear that the Respondent admitted to use of the Property for short term lettings. It tallies with the evidence adduced by the Applicant that Airbnb and Booking.com were used as the means to obtain short-term transient lets with a succession of paying guests.
68. Bearing well in mind that the Applicant has the burden of proof, we are satisfied on the balance of probabilities that the Property has been occupied for short periods of 1 night or more by paying guests who responded to internet advertising.

Whether there is a breach of covenant

69. There are clear parallels with ***Triplerose Limited v Beattie*** [2020] UKUT 180 (LC) where the main issue before the Upper Tribunal was:

“whether the use of a residential flat as a serviced apartment advertised for short term occupation through internet booking agencies such as Airbnb or Booking.com breached a tenant’s covenant not to use or permit the flat to be used “for any purpose other than as a private dwellinghouse for occupation by one family at any one time”.” [1]

70. On the facts in *Tripelrose*, the individuals who occupied the flat for weekends or other short periods after responding to internet advertisements, were not using the flat as a private dwellinghouse for occupation by one family at any one time.
71. Similarly, those letting the Property in this case for short spells of a night or so by placing bookings through Airbnb and Booking.com were using the Property for a purpose other than a private residence in the occupation of one family only.

Conclusion

72. The Tribunal determines that there has been a breach of the covenant in paragraph 1(a) of Part IV of the Schedule to the Lease from short term transient lettings of the Property through internet booking agencies.
73. Before closing the hearing, Ms Wilk confirmed that no application is made for a refund of Tribunal fees. Accordingly, no such order is made.

Name: Judge K. Saward

Date: 15 December 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).