



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

Case reference : **LON/00AS/LBC/2025/0667**

Property : **15 Boxwood Close,
West Drayton UB7 9PD**

Applicant : **Mr Jon Simon Archdeacon**

Representative : **Mr Peter Cruickshank of Counsel
instructed by EDC Lord Solicitors
(ref.SG.07462.Archdeacon)**

Respondent : **Mr Hardave Athwal**

Representative : **In person**

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

Tribunal members : **Judge N Hawkes
Mr A Fonka FCIEH**

**Date and venue of
hearing** : **6 February 2026 at 10 Alfred Place,
London WC1E 7LR**

Date of decision : **4 March 2026**

DECISION

Decisions of the Tribunal

The Tribunal determines, pursuant to subsection 168(4) of the Commonhold and Leasehold Reform Act 2002, that the following breaches of covenant have occurred:

- (1) In breach of clause 2 and paragraph 13 of the Fourth Schedule to the Lease, in or around the period September to November 2024 the Respondent made the following substantial internal and external alterations and additions to the Property (and to the loft space above the Property) without the Applicant's prior written consent:
 - (i) A loft conversion was carried out which involved cutting through the ceiling of the Property to create habitable accommodation in the loft area above the Property. This work included the altering and/or replacement of joists, the creation of a new bathroom and bedroom in the loft space, and the installation of two new roof windows.
 - (ii) The kitchen at the Property was relocated to a position directly above the Applicant's living room;
 - (iii) The configuration of the walls within the Property was changed and this work including the relocation of a bedroom doorway which resulted in new footfall directly above the Applicant's bedroom.
- (2) In breach of clause 2 and paragraph 8(1) of the Fourth Schedule to the Lease, the Respondent has from the date on which he became the leasehold owner of the Property until at least 6 February 2026 failed to use the Property as a single private residential dwelling for the sole occupation of the Respondent, his family and members of his household. From a date unknown until at least 6 February 2026, the Respondent has sublet the Property to at least four adults who are not members of his family or household.
- (3) In breach of clause 2 and paragraph 6 of the Fourth Schedule to the Lease, throughout the period from late October to the end of November 2024, the Respondent failed to permit the Applicant at all reasonable times to enter the Property for the purposes of ascertaining whether the Lessee's covenants were being complied with.
- (4) In breach of clause 2 and paragraph 12 of the Fourth Schedule to the Lease, the Respondent created a nuisance, detriment and annoyance to the Applicant by:
 - (i) carrying out unauthorised work to the Property and to the loft above the Property which for a period of at least 12 weeks from late November 2024 caused the Applicant substantial noise nuisance and disturbance: and

- (ii) installing a water pump directly above the Applicant's bedroom which created excessive noise and caused the water pressure within 14 Boxwood Close to drop substantially.

The background

2. The Applicant is the registered freehold proprietor of 14 and 15 Boxwood Close ("the Building"). The Building is divided into two maisonettes. 15 Boxwood Close ("the Property") is on the first floor and 14 Boxwood Close is on the ground floor.
3. The Applicant resides at 14 Boxwood Close and is the long leaseholder of 14 Boxwood Close as well as the freeholder of the Building. The Respondent is the long leaseholder of the Property pursuant to a lease dated 3 June 1988 ("the Lease").
4. The Applicant seeks a determination under section 168(4) of the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") that the Respondent is in breach of the various covenants which are contained in the Lease.
5. In the Applicant's Statement of Case, the Applicant makes the following assertions:

"Clause 2 of the Lease is that the Lessee covenants with the Lessor at all times to perform and observe the covenants in the Fourth Schedule. The Fourth Schedule is titled "Lessee's Covenants". The following clauses of the Fourth Schedule are relevant:

[Clause 6]

To permit the Lessor and others authorised by it at all reasonable times (upon reasonable notice save in an emergency) during the said term to enter the Premises for the purposes of ascertaining whether the Lessee's covenants are being complied with and to repair and make good all defects notified in writing by the Lessor to the Lessee for which the Lessee may be liable hereunder and if the Lessee shall not within Three calendar months after such notice proceed diligently to execute such works then the Lessor may (but without prejudice to any other right or remedy) enter the premises with all necessary workmen and execute such works at the Lessee's expense and the costs and expenses thereof or such proportion thereof as is provided in this Lease shall be forthwith recoverable as rent in arrear and to permit the Lessor Laing and other persons authorised by them or either of them and the Owners and Occupiers of other parts of the Estate with all necessary workmen and

appliances to enter upon the Premises to exercise the rights reserved in the Third Schedule thereto.

[Clause 8]

(1) Not to assign underlet or part with the possession of part only of the Premises but to use the flat or maisonette hereby demised as a single private residential dwelling only for the sole occupation of the entirety thereof by the Lessee and his family and members of his household and to use any garden area and parking space hereby demised respectively only as garden and for the parking of one private motor car subject to (if applicable) Clause 4(4) of this Lease and to use any other land hereby demised only for the purpose for which it has been provided.

[Clause 12]

The Lessee or the occupier for the time being of the Premises shall not at any time do or suffer anything on the Premises which may be or grow to be a nuisance detriment or annoyance to the Lessor Laing or the owners or occupiers of other parts of the Building or the Estate and the rights granted in the Second Schedule hereto shall be exercised in a reasonable manner.

[Clause 13]

No building or addition to any building shall be erected on the Premises and no alteration or addition shall be made to the Premises (whether internally or externally) except with the previous written consent of the Lessor nor (without prejudice to the generality of the foregoing) to cut, injure, interfere with, or remove, the main walls, timbers or any other structural parts of the Premises except so far as necessary

...

Breaches of the Lease

In breach of clause [13] of the Fourth Schedule, the Respondent has made substantial internal and external alterations without the Applicant's prior written consent as the Lessor, including in the kitchen area, the loft area, the bedroom, and the property's general layout. Walls have been removed, new windows installed, and room moved in location.

In breach of clause 8(1) of the Fourth Schedule, the Respondent has advertised the property for rent as a three bedroom flat on Rightmove in May 2025, and it is now being occupied by multiple unrelated individuals (6 in total) without an HMO licence.

In breach of clause 6 of the Fourth Schedule, the Respondent denied access to the Applicant to inspect the premises, including for a surveyor instructed to assess the works.

In breach of clause 12 of the Fourth Schedule, the Respondent's building works caused a significant nuisance to the Applicant because of noise, vibrations and dirt."

6. Directions were given by the Tribunal on 27 November 2025 (and subsequently amended) leading up to a final hearing ("the Directions").

The hearing

7. The final hearing took place at 10 Alfred Place, London, WC1E 7LR on 6 February 2026.
8. The Applicant was represented by Mr Cruickshank of Counsel at the hearing. Mr Cruickshank was accompanied by Ms Shanaz Gota, Solicitor, and by Mr Brian Bailey, an observer who played no part in the proceedings.
9. The Respondent appeared in person via a video link for the reasons set out below.
10. The Tribunal heard oral evidence of fact from the Applicant.
11. No party asked the Tribunal to carry out an inspection of the Building, and/or of the Property and the Tribunal did not consider an inspection to be necessary.

The Tribunal's determinations

Procedural matters

12. The Respondent failed to comply with any of the Tribunal's Directions in respect of these proceedings.
13. The day before the hearing at 10.58 am, the Tribunal received an email from the Respondent, which was not copied to the Applicant, requesting the postponement of the hearing in which the Respondent stated:

"...Please note that I first received the letter dated 27 January 2026 on the evening of 4 February 2026 when I first became aware of these proceedings. All throughout during the course of these proceedings I have lived at 7 Axis House 242 Bath Road Harlington Heathrow UB3 5AY and have not received any correspondence at this property relating to this matter.

In the circumstances, I would ask the honourable court to adjourn the hearing listed for 6 February 2026 to enable me to instruct lawyers to

represent me and also to enable me to refer the matter to my Mortgage lender to join the proceedings and for us to properly comply with the courts directions and filing of all the necessary documents with the court and EDC Lord before the matter proceeds to a hearing.

...

I further like to add that having looked at the papers briefly, there are some serious inaccuracies in the statements. For instance, the property has never been used as an HMO and it has never had 6 persons reside in it. Many assumptions and statements have been made that are inaccurate, I would ask that both parties be given the opportunity to present their respective sides and for the mortgage lender also to make their representations.”

14. The Respondent was informed through the Case Officer that any application to postpone the final hearing should be made on form Order 1 and served on the Applicant as soon as possible. He was also informed that, unless the hearing was postponed with the agreement of the Applicant, he would need to attend the hearing and make his application orally to give the Applicant a fair opportunity to respond.

15. At 4.08pm, the Tribunal received a further email from the Respondent, which again was not copied to the Applicant, stating:

“...It is due to my residing at 7 Axis House that I did not receive the documents in December. The matter needs to proceed to a full hearing on a proper basis and the only way to achieve that is to adjourn the hearing tomorrow and set a new hearing date following filing of all the relevant documents.

I would ask the court to please adjourn this matter.

I am presently in Germany due back on 7th February. However, I am making all attempts to get a flight back to London to be present at the hearing.”

16. On the basis that he would be making representations and would not be giving evidence at the hearing, the Respondent was informed that he could attend the hearing by video from Germany. It was reiterated that any application to postpone the hearing should be made on the appropriate form and served on the Applicant.
17. The Respondent did not complete form Order 1 to apply for a postponement until the day of the hearing, and the start of the hearing was delayed in order to enable him to do this. He then attended the hearing by video.

18. The Respondent stated that he did not know why he did not receive any of the correspondence concerning these proceedings which was sent to him at the Property (and copied by the Applicant to an address shown on his building insurance certificate), until very shortly before the final hearing.
19. The Respondent reiterated that he had not been living at the Property and stated (as justification for having carried out this work) that the Council had provided him with a certificate of completion in respect of his alterations to the Property. He also said that his mortgage company was unaware of the proceedings.
20. The Applicant asserted that the Respondent's mortgage company had been notified of the proceedings and had responded stating that the Respondent's mortgage had been redeemed. The Respondent appeared to accept this but stated out that he had re-mortgaged the Property and had a new lender. The Tribunal was not referred to any documentary evidence in support of this assertion.
21. The Applicant opposed the Respondent's application to postpone the hearing on the ground that:
 - (i) the Respondent had been validly served with all relevant documents;
 - (ii) the Respondent had failed to provide any good explanation as to why he had received notice of the proceedings just before the final hearing but none of the other documents which had been sent to the same address;
 - (iii) unauthorised tenants at the Property were causing the Applicant ongoing and constant severe noise nuisance and other forms of nuisance;
 - (iv) if the final hearing were postponed, the Applicant would need to incur the additional legal costs of a further hearing; and
 - (v) the Applicant wishes to sell his interests in 14 Boxwood Close and in the Building, and move on with his life but the ongoing litigation seriously undermines the prospect of a sale.
22. Having carefully considered the rule 6 and the overriding objective pursuant to rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules"), the Tribunal determined that it would not postpone the final hearing to another date

but that it would grant a short adjournment in order to give the Respondent additional time in which to prepare his cross-examination of the Applicant and his closing submissions.

23. By rule 6(3)(j) of the 2013 Rules, the Tribunal has a case management discretion to postpone a hearing. By rule 3(3) of the 2013 Rules, the Tribunal must seek to give effect to the overriding objective when it exercises its case management powers.
24. Prior to the hearing, the Respondent had not provided the Applicant with his current address and so, by rule 16 of the 2013 Rules, the Respondent's address for service was his last known address, namely, the Property. Accordingly, notice of the application and of the hearing, the Directions, and all other relevant documents were validly served on the Respondent at his last known address. The Applicant's legal representatives also copied correspondence regarding the proceedings to the only other known address which the Applicant had for the Respondent.
25. The Respondent was unable to give any explanation as to why he did not become aware of the correspondence which was sent to the Property regarding the Tribunal proceedings until very shortly before the hearing, when he was away in Germany. The Respondent could have provided the Applicant with his up-to-date contact details and/or he could have taken steps to ensure that correspondence sent to him at the Property reached him in a reliable and timely manner.
26. To postpone the final hearing and restart the Directions timetable at such a late stage would be likely to cause very significant prejudice to the Applicant in delaying the proposed sale of his interests in 14 Boxwood Close and in the Building. It is very unlikely to be possible for the Applicant to achieve a sale at what would otherwise be the market price whilst this litigation is ongoing.
27. By rule 3(a) of the 2013 Rules dealing with a case fairly and justly includes dealing with the case in ways which are proportionate to the complexity of the issues and to the resources of the parties.
28. As regards the complexity of the issues, on the basis of the Respondent's own submissions the Applicant's case that he is in breach of covenant is in two significant respects both strong and straightforward.
29. The Respondent accepted and relied upon the fact that he, his family and household have not resided at the Property. This is a clear breach of paragraph 8(1) of the Fourth Schedule to the Lease. The Respondent also accepted and relied upon the fact that he had carried out the work set out in the certificate of completion which is a clear breach of paragraph 13 of the Fourth Schedule. As regards the resources of the

parties, the Applicant had already incurred the legal costs of instructing both barrister and solicitor to prepare for and attend the final hearing.

30. In determining the Respondent's application for a postponement, the Tribunal did not take into account the Applicant's assertions concerning the ongoing severe nuisance which he was suffering because no oral evidence had been called. Weighing up the other factors and applying the overriding objective, the Tribunal determined that it would not postpone the hearing to another date but that it would adjourn the hearing from 11.45 am until 12.45 am in order give the Respondent additional time in which to prepare. At the time of the Tribunal's procedural ruling, the Respondent gave no indication that he did not have to hand a copy of the hearing bundle.
31. When the hearing resumed at 12.45, the Respondent said for the first time that he did not have a copy of the hearing bundle. A copy of the hearing bundle was sent to the Respondent by email and the Tribunal then adjourned the start of the hearing until 2 pm to give the Respondent further preparation time.

The substantive application

32. The Applicant gave oral evidence. He confirmed the content of his witness statement, which stood as his evidence in chief, and he responded to questions from the Respondent and from the Tribunal. The Tribunal found the Applicant to be a credible, reliable and measured witness, and we have no hesitation in accepting his evidence of fact on the balance of probabilities.
33. The Tribunal will consider each allegation of breach of covenant which has been particularised by the Applicant in his Statement of Case in turn.

The assertion that "in breach of clause [13] of the Fourth Schedule, the Respondent has made substantial internal and external alterations without the Applicant's prior written consent as the Lessor, including in the kitchen area, the loft area, the bedroom, and the property's general layout. Walls have been removed, new windows installed, and room moved in location".

34. In his witness statement, the Applicant states that in August or September 2024, the Property was sold and that for many months after the sale all communications which he received concerning the Property came from a Mr Parmjit Singh Viridi. It was only in March 2025 that he became aware that the Respondent was the legal owner.
35. The Applicant's evidence is that, not long after the sale, the Applicant became aware that unauthorised work was taking place at the Property. The Applicant inspected the Property on 29 and 30 October 2024, and

he referred the Tribunal to photographs which he took during the course of his inspection.

36. The Applicant also exhibited to his witness statement a copy of a rental advertisement for the Property, following the unauthorised work, in which the Property is described as a three-bedroom first floor maisonette with two bathrooms which has been “recently renovated throughout”.
37. The Respondent sought to rely in his favour on a certificate of completion dated 21 March 2025 from the local authority which states under details of work “*Loft conversion to habitable room*”.
38. The Respondent did not contend that he had sought the Applicant’s consent for the work which he carried out or seek to persuade that the Tribunal that the loft forms part of the Property which is demised to Respondent. When asked to clarify the case which he was putting to the Applicant, the Respondent said that he did not think that he needed consent because he had carried out “a normal refurbishment”. He also appeared to focus on whether the work carried out was “structural” when this is not the test for whether consent is required under the terms of the Lease.
39. On the basis of the Applicant’s evidence (which is supported by the certificate of completion relied upon by the Respondent and by the rental advertisement) the Tribunal determines on the balance of probabilities that, in breach of clause 2 and paragraph 13 of the Fourth Schedule to the Lease, in or around the period September to November 2024 the Respondent made the following substantial internal and external alterations and additions to the Property (and to the loft space above the Property) without the Applicant’s prior written consent:
 - (i) A loft conversion was carried out which involved cutting through the ceiling of the Property to create habitable accommodation in the loft area above the Property. This work included the altering and/or replacement of joists, the creation of a new bathroom and bedroom in the loft space, and the installation of two new roof windows.
 - (ii) The kitchen at the Property was relocated to a position directly above the Applicant’s living room;
 - (iii) The configuration of the walls within the Property was changed and this work including the relocation of a bedroom doorway which resulted in new footfall directly above the Applicant’s bedroom

The assertion that “in breach of clause 8(1) of the Fourth Schedule, the Respondent has advertised the property for rent as a three bedroom flat on Rightmove in May 2025, and it is now being occupied by multiple unrelated individuals (6 in total) without an HMO licence”.

40. It is common ground that the Property was originally a one bedroom flat. The Applicant gave evidence that he has seen multiple individuals going in and out of the Property on a regular basis. When inside his flat, he has been disturbed by the noise of snoring coming from two separate locations within the Property. He has also witnessed occupants of the Property using two cars and putting out a lot more rubbish than he would expect to emanate from a one-bedroom flat.
41. The Respondent explained that his case is that the Property is not being used as a house in multiple occupation and that it is occupied by two couples pursuant to a tenancy agreement. Accordingly, on the Respondent's case there are four adults living in what was originally a one bedroom flat. The Applicant has not been granted access to inspect the Property since the tenants moved in.
42. Whilst we accept the Applicant's evidence on the balance of probabilities it is not inconsistent with the Property being occupied by two couples and their visitors. However, to sublet the whole of the Property to two couples is, in any event, a breach of clause 8(1) of the Fourth Schedule.
43. Accordingly, on the basis of the Applicant's evidence and the Respondent's concession the Tribunal finds on the balance of probabilities that, in breach of clause 2 and paragraph 8(1) of the Fourth Schedule to the Lease, the Respondent has from the date on which he became the leasehold owner of the Property until at least 6 February 2026 failed to use the Property as a single private residential dwelling for the sole occupation of the Respondent, his family and members of his household. From a date unknown until at least 6 February 2026, the Respondent has sublet the Property to at least four adults who are not members of his family or household.

The assertion that “in breach of clause 6 of the Fourth Schedule, the Respondent denied access to the Applicant to inspect the premises, including for a surveyor instructed to assess the works”.

44. The Tribunal accepts on the balance of probabilities, the Applicant's evidence that, throughout the period from late October to the end of November 2024, he repeatedly requested but was unable to obtain access to the Property at reasonable times to inspect the unauthorised alterations. The Tribunal accepts his evidence that Mr Viridi, who was then his only point of contact, refused to allow an inspection at any time during this period.

45. The Tribunal therefore finds, on the balance of probabilities that, in breach of clause 2 and paragraph 6 of the Fourth Schedule to the Lease, throughout the period from late October to the end of November 2024, the Respondent failed to permit the Applicant at all reasonable times to enter the Property for the purposes of ascertaining whether the Lessee's covenants were being complied with.

The assertion that "in breach of clause 12 of the Fourth Schedule, the Respondent's building works caused a significant nuisance to the Applicant because of noise, vibrations and dirt."

46. The Tribunal accepts on the balance of probabilities the Applicant's evidence that for a period of more than 12 weeks from late November 2024 he experienced substantial noise nuisance and disturbance as a result of the Respondent's unauthorised work to the Property and loft. The Tribunal also accepts the Applicant's evidence that additional constant and intrusive noise was caused by a water pump installed in the directly above the Applicant's bedroom and that, when this pump was installed, water pressure issues arose within the Applicant's flat.
47. The Tribunal therefore finds on the balance of probabilities that, in breach of clause 2 and paragraph 12 of the Fourth Schedule to the Lease, the Respondent created a nuisance, detriment and annoyance to the Applicant by:
- (i) carrying out work to the Property and to the loft above it in breach of paragraph 13 of the Fourth Schedule which a period of more than 12 weeks from late November 2024 caused substantial noise and disturbance: and
 - (ii) installing a water pump directly above the Applicant's bedroom which created excessive noise and caused the water pressure within 14 Boxwood Close to drop substantially.

Name: Judge N Hawkes

Date: 4 March 2026

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).