



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

Case reference : **CAM/42UG/LBC/2024/0018
CAM/42UG/LAC/2024/0005**

Premises : **34 Beach Station Road
Felixstowe IP11 2EY**

Applicant : **Kelly Louise Kathleen Taylor**

Representative : **Attwells Solicitors LLP**

Respondent : **Kerry Georgina Debenham**

Type of applications : **(1) Liability to pay service charges and
administration charges (2)
Determination of alleged breach of
covenant**

Tribunal members : **Judge Wendy Banks
Judge David Wyatt
Gerard Smith, MRICS FAAV**

Date of decision :

DECISION

Description of Hearing

This was a face-to-face hearing on 2 and by video on 3 February 2026. The tribunal inspected the Premises on the morning of 2 February 2026. The Applicant was represented by Mr Glenn Willetts of counsel and gave evidence, as did Mr Lee Taylor and Mr Anthony Campbell AssocRICS MCIOB. The Respondent appeared in person. The tribunal had regard to the documentary bundle and oral evidence.

Decisions of the tribunal

Application for breach of covenant – determination under section 168(4) Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”)

The tribunal determines:

1. That a breach of paragraph 10.1 of Schedule 4 to the lease (to keep the Property in good repair and condition) has occurred in that, from 2022 at the latest and as at 2 February 2026, the external staircase forming part of the Property was not in good repair and condition.
2. That a reasonable period for compliance with paragraph 10.1 in respect of the external staircase is 12 months from the date of this decision (assuming co-operation, as described below).
3. That a breach of paragraph 17 of Schedule 5 (requirement for good quality carpeting and underlay) has occurred in that, from 2021 at the latest and as at 2 February 2026, the internal staircase, landing and two smaller bedrooms were not covered with good quality carpeting and underlay.
4. That a reasonable period for compliance with paragraph 17 is 5 months from the date of this decision.
5. That no breach has been established in respect of:
 - paragraph 3 of Schedule 5 (use for any noisy, offensive purpose)
 - paragraph 4 of Schedule 5 (nuisance or annoyance), save as below;
 - paragraph 5 of Schedule 5 (not to keep offensive substances);
 - paragraph 9 of Schedule 5 (loss, damage or injury);
 - paragraph 10 of Schedule 5 (keeping animals), save as below;
 - paragraph 12 of Schedule 5 (obstruction of light or air);
 - paragraph 14 of Schedule 5 (sound so as to cause annoyance);
 - paragraph 23 of Schedule 5 (obstruction of common parts), save as below;
 - paragraphs 8.1 and 8.2 of Schedule 4 (alterations), save as below.
6. That a breach of clause 4 of Schedule 5 occurred in or about March 2023 when the Respondent threw paint and wood from the external staircase onto the ground to the rear, such breach having since been remedied.
7. That a breach of paragraph 10 of Schedule 5 occurred from late October 2023 until late April 2025, in that pets were kept while permission had been revoked;
8. That a breach of paragraph 23 of Schedule 5 occurred from April 2023 until 2025, in that patio slabs and any plastic membrane (taken up at the Applicant’s request) were stored in the rear external area;

9. That a breach of paragraph 8.1 of Schedule 4 occurred in 2022 when, it seems, an existing aperture in the external wall was enlarged to install the flue for a modern gas boiler, such breach not requiring remedy.

Determinations under section 27A Landlord & Tenant Act 1985 (the “1985 Act”) and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (the “2002 Act”)

8. That service charges totalling £2,994.55 (items 1, 2 and 5 in the schedule at pp96–101 of the bundle) are payable under the lease.
9. The Applicant has already confirmed receipt from the Respondent of £96.31 towards the sums payable to the Applicant.
10. That items 3 and 4 in that schedule do not constitute service charges but would be payable as administration charges in the amounts sought (£96.31 and £485 respectively) if properly demanded in accordance with the lease and Schedule 11 to the 2002 Act.
11. That items 6 and 7 were withdrawn and no determination is required.
12. The tribunal cannot determine items 8 and 9 in these proceedings, because insufficient information has been provided.

Reasons

Procedural history

13. The Applicant is the freeholder of 32 and 34 Beach Station Road, Felixstowe, IP11 2EY and lives in the building (on the ground floor). Further, the Applicant is the Respondent's landlord under their lease of the (first floor) flat known as No.34. In CAM/42UG/LSC/2024/0018, the Applicant seeks a determination under section 27A of the Landlord and Tenant Act 1985 as to whether unpaid service (and administration) charges are payable, as itemised in the application form. The charges identified in the application were:
 - a) service charges of £3,706-43 for 2023; and
 - b) administration charges of £1,725 or more for legal costs plus contractual interest.
14. In CAM/42UG/LBC/2024/0005, the Applicant seeks a determination under section 168(4) of the Commonhold and Leasehold Reform Act 2002 that the Respondent is in breach of covenants in their lease, including covenants to keep in repair (alleging external stairs leased to

the respondent are dangerous and allowing water ingress) and various other matters including covenants said to require carpeting and prohibit pets, obstruction of the common parts in the garden, nuisance and various other matters as described in the application form. As recited in the first set of case management directions given by the tribunal, in this application, the burden of proof rests with the Applicant. The tribunal will need to be satisfied: (a) that the lease includes the covenant(s) relied on by the Applicant(s); and (b) that, if proved, alleged facts constitute a breach of those covenants.

15. The matter was listed for a final hearing on 24 April 2025, at which the (different) tribunal made an inspection of the premises, before the parties (with lawyers/counsel acting for each party) commenced negotiations which it was hoped would have led to a settlement of both applications, asking that tribunal to adjourn the hearing, apparently with the aim that the Respondent would sell the Property to a purchaser and any outstanding matters would be funded by the sale or resolved by the purchaser.
16. As a result of the settlement discussions, the tribunal made an order dated 24 April 2025 which agreed to adjourn but contained the following recitals and orders:

“... And upon the tribunal noting that, had it been invited to make a determination on the stairs issue only, it would have determined that the current state of the stairs was not in good repair and condition contrary to schedule 4 paragraph 10.1 of the lease, and therefore in breach of covenant pursuant to section 168(4) of the Commonhold and Leasehold Reform Act 2002;

And upon the tribunal informing the parties of its serious concerns about the stairs and the urgent need for repairs;

The tribunal determines that:

1. Parties to file with the tribunal and executed deed of settlement by 4 PM 8 May 2025 which includes provision for disposal of the present applications;
 2. there be no further directions. “
17. The tribunal is informed that settlement discussions did not result in any concluded settlement and so the matters were relisted for a further fresh final hearing before a new panel on 2 and 3 February 2026. Further directions leading to the hearing were given on 18 October 2024, enabling update evidence which was incorporated in a replacement bundle produced by the Applicant pursuant to the directions.

Context

18. As discussed at the hearing, the jurisdiction under s.168(4) is part of the procedure which must be followed by a landlord of a long lease of a dwelling before they can commence forfeiture proceedings for breach by a tenant of a covenant in their lease. In essence:
 - a) by section 146(1) of the Law of Property Act 1925 (the “**1925 Act**”), a right of re-entry or forfeiture shall not be enforceable until the landlord serves on the tenant a notice specifying certain matters, including the particular breach complained of, and the tenant fails within a reasonable time thereafter to remedy the breach (if capable of remedy) and make reasonable compensation; and
 - b) by section 168 of the 2002 Act, a landlord under a long lease of a dwelling may not serve such a notice under s.146(1) of the 1925 Act in respect of a breach by a tenant of a covenant in the lease unless it has been finally determined on an application under subsection 168(4) that the breach has occurred (or one of the other conditions set out in subsection 168(2) is satisfied).
19. Given the context, we are required to make any determination of breach with the type of particularity that would be required for a notice under s.146(1) of the 1925 Act. We are expected to make findings of fact about any breach and the Respondent’s part in it, so that in the event of forfeiture proceedings the county court can assess the seriousness of the breach and the culpability of the Respondent without having to reconsider the same evidence.

Background

20. The Applicant is the registered proprietor of the freehold land known as 32 and 34 Beach Station Rd, Felixstowe IP11 2EY, which is a building that has been subdivided into a ground floor flat (32 Beach Station Rd) and a first floor flat, which also includes an external staircase used to access the first floor flat (34 Beach Station Rd).
21. The Applicant is the registered proprietor of the freehold estate in the building under title number SK196529. The Applicant purchased the estate on 12 January 2021 for a declared price of £125, 000.
22. The Respondent is the occupier, tenant, and registered proprietor under title number SK387907 of the leasehold estate in the first floor flat (34 Beach Station Rd), which was purchased on 20 August 2018 for a declared price of £128,000.

23. The Respondent occupies the aforementioned property pursuant to the terms of a formal lease dated 7 August 2018 for a term of 125 years commencing on the date of the lease. The respondent covenanted to pay her landlord various sums in respect of rent, insurance rent, service charge, interest payable under the lease and all other sums due under the lease.
24. The Respondent also covenanted to comply with the tenants covenants and perform regulations under the lease.
25. It is the Applicant's case that since at least 2022 the Respondent has been in breach of the covenants and conditions in the lease (including those matters noted above, as examined in detail below.
26. It is also the Applicant's case that the Respondent has failed to pay the service charge rent for the 2023 lease year, [and is also liable to pay administration charges?] to the Applicant in respect of interest and legal costs.
27. It should be noted that although the Respondent filed a response, this only related to the allegations of breach of covenant. No response has been filed in respect of the application for the determination to pay and reasonableness of service charges.
28. At the hearing on 2 and 3 February 2026, the tribunal heard live evidence from Mr Campbell, building surveyor, on behalf of the Applicant, the Applicant Mrs Kelly Taylor and her husband Mr Lee Taylor. The Applicant was represented by Mr Willetts of counsel, with a paralegal from the instructing solicitors in attendance. The Respondent was also in attendance (Ms Kerry Debenham) who was unrepresented but was supported by her son and neighbours. We are grateful to them all for their assistance.

Lease

29. The demised property is defined within the lease at page 4 as the First Floor of the building known as 34 Beach Station Rd, Felixstowe, Suffolk, IP11 2EY, the floorplan of which is shown edged red on Plan 1 and as described in Schedule 1. The plan referred to shows the first floor flat with three rooms, a bathroom and kitchen, an internal staircase (from the front door) and landing and an external staircase (at the rear). Schedule 2 to the lease gives the Tenant a right of way and a right to use the "rear external areas forming part of the Common Parts" for normal quiet recreational purposes.
30. Clause 5 of the lease at page 9 provides that the "Tenant" covenants with the "Landlord" to observe and perform the Tenant Covenants; and with the Flat Tenants to observe and perform the Regulations. The Tenant

Covenants are defined as being the covenants on the part of the Tenant set out in Schedule 4 and the Regulations. The Regulations are defined as the covenants on the part of the Tenant set out in schedule 5.

31. Schedule 4 (the “**Schedule**”) sets out various covenants. Paragraph 2 of the Schedule provides that the Tenant will pay to the Landlord the Service Charge demanded by the Landlord under paragraph 4 of Schedule 6.
32. Paragraph 3.1 provides that the Tenant will pay to the Landlord Insurance Rent, Insurance Rent being defined as a fair and reasonable proportion of the cost of any premiums (including any IPT), and any fees and other expenses that the Landlord reasonably incurs, in effecting and maintaining insurance of the building... including any professional fees for carrying out any insurance valuation of the Reinstatement Cost.
33. Paragraph 4 of the Schedule provides that the Tenant will pay interest to the Landlord at the Default Interest Rate on any Rent, Insurance Rent, Service Charge or other payment due under the lease and not paid within seven days.
34. Paragraph 7 of the Schedule provides that the Tenant will pay to the Landlord the costs and expenses (including any solicitors’, surveyors’, or other professionals’ fees, costs and expenses and any VAT on them) assessed on a full indemnity basis incurred by the Landlord and the connection with or in contemplation of the enforcement of any of the Tenant Covenants. Paragraph 16 contains a similar provision in relation to any costs arising out of any breach of the Tenant Covenants.
35. Paragraph 8 of the Schedule provides that the Tenant is:

(8.1) not to make any external or structural alteration or addition to the Property or make any opening in any boundary of the Property or cut or maim any structural parts the Building; and

(8.2) - not to make any internal, non-structural alteration or addition to the Property, or alteration to the plan, design or elevation of the Property, without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
36. Paragraph 10 of the Schedule provides that the Tenant is to keep the Property in good repair and condition.
37. Schedule 5 to the lease sets out the Regulations.
38. Regulation 3 provides that the Tenant is not to use the Property for any noisy, offensive, illegal or immoral purpose.

39. Regulation 4 provides that the Tenant is not to do anything at the Property which may be or become a nuisance or annoyance, or cause loss, damage or injury, to the Landlord or the Flat Tenants or the occupiers of any neighbouring property.
40. Regulation 5 provides that the tenant is not to bring or keep any inflammable, explosive, dangerous or offensive substances or goods onto the Property or Building.
41. Regulation 9 provides that the Tenant is not to do anything which may lessen the support or protection given by the Property to other parts of the Building.
42. Regulation 10 provides that the Tenant is not to keep any animal or bird on the Property without the prior written consent of the Landlord, which consent may be revoked at any time.
43. Regulation 12 prohibits anything which may obstruct light or air to any part of the Building.
44. Regulation 14 prohibits singing, dancing or sound audible outside the Property between 11pm and 7am so as to cause annoyance to the Flat Tenants or any other occupiers of the Building.
45. Regulation 17 provides the Tenant is not to live in the Property unless all floors (other than in the kitchen and bathroom) are covered in good quality carpeting and underlay.
46. Regulation 23 provides that the Tenant is not to leave any bicycle, pushchair or any other item on the Common Parts or obstruct them in any way. Common parts are defined as the front door, entrance hall, passages, staircases and landings of the Building; and the external paths, driveways, yard, staircases, garden and Refuse Area at the Building that are not part of the Property all the Flats which are intended to be used by the tenants and occupiers of the building shown tinted green and blue on Plan 1.
47. The Respondent had contended (in the response prepared by her former lawyers) that the Regulations in Schedule 5 were enforceable only as between tenants and not by the Landlord.
48. The tribunal applies established principles of contractual interpretation: the lease must be construed objectively, having regard to the natural and ordinary meaning of the words used in the documentary and commercial context.

49. Clause 5 provides that the tenant covenants with the Landlord to observe and perform the “Tenant Covenants”. We acknowledge that Schedule 4 is headed “Tenant Covenants” and Schedule 5 headed “Regulations”, but clause 1.15 confirms the usual approach that schedule headings do not affect the interpretation of the lease. The definitions clause clearly defines the “Tenant Covenants” as including both the covenants in Schedule 4 and the Regulations in Schedule 5.
50. On a proper construction, the Respondent covenanted with the Landlord to comply with the Regulations. The Respondent’s construction is unsustainable.

External Staircase

Replacement of staircase

51. The Applicant relies on a report from Mr Anthony Campbell, AssocRICS, MCIOB, Building Surveyor, following his inspection of the property on 5 January 2024. The tribunal also conducted its own inspection on 2 February 2026, with the benefit of the professional experience of Mr Gerard Smith MRICS FAAV. The tribunal heard oral evidence from Mr Campbell which it ultimately found to be of limited assistance.
52. During cross-examination, it emerged that Mr Campbell and the Applicant’s husband, Mr Taylor, worked in a surveying organisation (local surveyors direct) that allocates referrals to particular experts. This connection had not been disclosed in Mr Campbell’s written report and only came to light following direct questioning by the Respondent and the tribunal, but we were told that this is a large organisation with some 200 members, and they had not been in business together.
53. In his report, Mr Campbell describes the external staircase as likely original, affected by weathering and a lack of maintenance, and at the end of its working life. He identified defects to the timber treads and supporting members, noted that the staircase became very slippery when wet, and considered it unsafe as a means of escape. He also observed that the staircase appeared steeper than would be permitted under current building regulations. He suggested that the staircase provides the sole access to the first-floor flat and the rear garden.
54. In oral evidence, Mr Campbell accepted that replacing the staircase on a like-for-like basis would be difficult due to the requirements of current building regulations. He confirmed that any new staircase would necessarily be shallower, and that some of the existing timber elements are built into the external wall, supporting the first-floor landing area at the top of the external staircase.

55. It is not disputed by the Respondent that the external staircase has deteriorated and requires replacement. It appears that until the Applicant purchased the Respondent had mistakenly assumed the landlord was responsible for maintenance of the stairs, asking the Applicant in May 2021 when they would be replacing them. The Applicant also acknowledges that, in 2022, the Respondent explained she was planning replacement of the stairs and took steps to address this by instructing Barking Engineering to prepare plans (as requested by Mr Taylor) for replacement works. It was not disputed that the Respondent obtained quotations from Barking Engineering, a reputable firm; plans were drawn up; and these plans were provided to the Applicant and/or Mr Taylor. Mr Taylor confirmed he had queried the top “step” in the first plan(s), because this was larger than the external landing area of the existing staircase. He accepted that the revised plan in the bundle [223] had then been produced a few weeks later by the engineering company to correct this.
56. Mr Taylor liaised with Barking Engineering but was not “entirely happy” with them, querying matters including the length of their warranty. He gave evidence that he wrote to Barking Engineering refusing permission for the works to proceed. He stated that the Respondent had not complied with planning and party wall requirements and had not supplied certain information he had requested, including the value of the proposed works and contractual documentation. He confirmed that the letter he referred to was not included within the hearing bundle. Unsurprisingly, Barking Engineering were then not prepared to proceed, but we gather they kindly refunded the deposit which the Applicant had paid them.
57. Mr Taylor further stated that, following enquiries, he concluded that planning permission would be required because the proposed staircase exceeded the original footprint, and that it would breach the curtilage of the tenant’s demise. He said he asked for warranties and specifications for the staircase and had contacted the local authority, who indicated that planning permission was necessary. He also stated that he withdrew permission for access until costs and warranty information were provided, and that a 10- to 15-year warranty would be required.
58. The bundle contains a letter dated 16 September 2022 from East Suffolk Council, addressed to the Respondent, recording that the Council had inspected the property and identified a Category 2 hazard relating to the timber staircase. Because the Respondent is the owner of the premises, the Council decided that raising her awareness of the hazard was the appropriate course of action.
59. The bundle also contains a planning application dated 5 January 2023, submitted by the Applicant, for a metal replacement staircase. The application states that the replacement staircase would be slightly longer

to meet current regulatory requirements. Attached to that application is the revised plan produced by Barking Engineering.

60. A separate document at page 230 records comments submitted by the Applicant on 19 February 2023 in response to the planning application. At page 231, the Applicant sets out conditions she considered necessary, including:
 - (a) that freeholder consent be obtained before any works commence, together with provision of contract information, costings, warranties, professional cooperation and any payments required under the lease;
 - (b) that all relevant building control and legal requirements be complied with; and
 - (c) that the works, involving attachment to the external structure of the building, would require notices under the Party Wall etc. Act 1996, which she stated had not been served.
61. The tribunal finds breach of paragraph 10.1 of Schedule 4 in that the external staircase has been in disrepair since 2022 at the latest (in view of the matters agreed between the parties, the matters noted by the Council in September 2022 and the matters noted in Mr Campbell's report in 2024), and remained in disrepair on 2 February 2026. On inspection, the staircase showed some signs of patch repair some years ago (with some replacement timber) and has dropped. It obviously should not be used.
62. However, the tribunal also finds that the Respondent made reasonable endeavours to comply with the repairing obligation. When she understood her mistake, she attempted replacement. She was obviously unhappy when asked for various details and could have been more co-operative, but did produce plans and then had these modified. As Mr Willetts submitted, consent (or more) was needed from the Applicant because it seems the timbers supporting the external landing extend into the brick wall (and may be the floor joists), so would need to be cut even if as planned the new staircase is free-standing and simply affixed to the wall, and the replacement staircase will need to have different dimensions. Mr Campbell accepted that replacement on a like-for-like basis would not be possible under current regulations, and the Respondent faced a need to alter the configuration of the staircase.
63. This is not a straightforward matter of repair or replacement; it needs appropriate design and it seems a new/additional lease to incorporate the proposed additional area for the staircase. The Applicant has confirmed that if the footprint of the replacement staircase is to be larger (which it must be) they will require payment of a premium, are unlikely

to permit wider stairs or extension towards the front, and will require that planning permission be obtained. See, for example, the letter of 7 November 2025 sent by the Applicant's solicitors to the Respondent's former solicitors for disclosure to any purchaser. The Respondent clearly now has very limited means and struggles to engage with matters of this nature. She says she has used up the money she had for the staircase on the lawyers instructed previously. She has accepted for some time that she needs to sell. She said at the hearing that she now has a new purchaser and indicated that the intention is for them to take on responsibility for such matters as the staircase, with the cost deducted from the sale price.

64. Further, the Applicant/Mr Taylor have taken a very reserved approach, requiring ever more conditions/proposals before they will consider giving consent, and making no active proposals themselves. For example, there is still no obvious indication of how much money the Applicant wants for a given extension of the footprint to enable a replacement staircase and no-one at the hearing could explain to us why party wall notices might be required, as the Applicant had been seeking to insist, even if planning consent was required. While we will assume this was not deliberate (it appears part of the general breakdown in the relationship between the parties) the effect has been to make it very difficult (if not impossible) for the Respondent to comply.
65. Accordingly, although a breach has occurred, the tribunal determines that the Respondent has very limited culpability for the historical breach. It seems to us that a reasonable period for compliance is 12 months from the date of this decision, in view of the complexity of the negotiations and documentation to be implemented to enable replacement of the staircase. This time period assumes that the Applicant engages positively and co-operatively with the problem; if they do not, a longer period may be reasonable.

Staircase causing damage to Applicant's flat below

66. At paragraph 2b of his report at page 311 of the bundle Mr Campbell sets out that he considers that the right-hand wall of the Applicant's kitchen is suffering from external water ingress due to the poor condition of the external timber staircase. As such the Applicant states that has been a breach of paragraphs 4 and 9 of Schedule 5.
67. The tribunal found that Mr Campbell's evidence on causation was uncertain and materially undermined in cross-examination. Initially, when asked how the damp was being transmitted through a cavity wall, he said that the wall was solid, with no cavity. After the Respondent challenged that, he accepted that external features indicated this was a cavity wall. Mr Willetts then rightly did not press this alleged breach in his closing submissions. No cogent expert evidence established a causal link between the staircase and any water ingress to the kitchen (which

shows discolouration of the paint which could have many causes in this location). The tribunal is not satisfied in the balance of probabilities that the staircase caused water ingress. No breach of paragraph 4 or paragraph 9 of Schedule 5 is established on this basis.

Carpeting

68. During the inspection on 2 February 2026 it was noted by the tribunal that there were no carpets in 2 of the bedrooms (they had a vinyl floor covering; one was clearly used as a bedroom and the other was clearly used as a storeroom) and only thin, poor-quality carpet on the landing. Although there were pieces of carpet on the centre of the treads of the stairs the tribunal found that this was thin and not of good quality, and the boards were partly bare. For those reasons the tribunal finds that there has been breach of covenant in paragraph 17 of schedule 5 since 2021 which is continuing, as alleged.
69. The Applicant should have installed good quality carpeting and underlay in these areas long ago, and that might have helped the relationship between the parties (it is obviously a significant source of grievance for the Applicant and Mr Taylor, although noise from the kitchen seemed to be one of their concerns). However, she said she had only been able to afford to re-carpet the living room and the larger bedroom, the relevant areas most in use; we saw on inspection that they are covered with what appears to be good quality thick carpet. The tribunal finds that period of 5 months would be a reasonable period of time for the Respondent to rectify this breach, in view of the areas involved and/or the need to try to organise this with the proposed purchasers.

Pets

70. The Respondent's correspondence indicated that, prior to the Applicant's purchase of the freehold, she had kept cats and a dog at the property with the consent of the previous freeholder. This was not disputed by the Applicant. Further, it was not disputed that when the Applicant moved into the property, the Applicant was aware that the Respondent kept cats and a dog. The Applicant herself owned a dog at that time, and a conversation took place between the parties in which fencing arrangements were made to separate the dogs within the garden, and the parties exchanged dog treats. The Applicant obviously became unhappy about pets after the relationship between the parties deteriorated (and the problems described in the next section), but it was not until 13 October 2023 that the Applicant wrote [239] seeking to revoke such consent. As the Respondent had long-standing permission from the previous freeholder and it seems such permission was not revoked until then, the tribunal finds that paragraph 10 of Schedule 5 was breached from late October 2023 until late April 2025.

71. At the tribunal's inspection of 2 February 2026, it was noted that the Respondent continued to keep two cats at the property. It was not disputed that at the earlier hearing on 24 April 2025, counsel for the Applicant—acting on the Applicant's instructions—confirmed that the Respondent had permission to keep the two cats currently residing at the property until the flat was sold. The tribunal accepts that the two cats present at the time of the inspection are the same cats that were present at the April 2025 hearing and, as that permission has not been revoked, the tribunal finds no current breach of paragraph 10 of Schedule 5.

Burying of deceased pets

72. The tribunal heard evidence, which it accepts, that the Respondent buried two cats and a dog in the garden. The Respondent stated that one of the cats was buried before the Applicant purchased the freehold.
73. The tribunal further heard and accepts evidence that the Respondent buried her dog, Pip, in the communal garden in the summer of 2022 after the Applicant became the freeholder. The Respondent stated that her dog was very unwell, that her son was observed by the Applicant digging the hole, and that the Applicant was aware of the respondent's intention to bury the dog. Diplomatically, the Applicant did not challenge this at the time but did inform the Respondent later that she should not be burying pets in the garden and e-mailed her in February 2023 to ask her not to bury her cat in the garden.
74. The Applicant should not have carried on burying the remains of pets in the garden, but we are not satisfied that these matters were breaches of paragraphs 3 or 4 of Schedule 5 as alleged.
75. The Applicant had also asserted that the burial of the deceased dog may have breached the Animal By-Products (Enforcement) (England) Regulations 2013. This issue does not fall within the tribunal's jurisdiction and was rightly not pursued by Mr Willetts as something we should take into account in deciding whether there had been a breach of covenant in burying the remains of small domestic pets.

Respondent's behaviour

76. The Applicant alleged that when she attempted to liaise with the Respondent regarding the external staircase, the Respondent used offensive language towards her. However, the tribunal heard evidence from the Applicant's husband, Mr Lee Taylor, who confirmed that the offensive language was directed at him, not the Applicant, and that he—not the Applicant—had discussed the staircase with the Respondent.
77. The Respondent accepted that she did use offensive language towards Mr Taylor and should not have. She stated that Mr Taylor's demeanour

caused her to feel threatened as he walked towards her. Even disregarding that (since it was not mentioned until the hearing) the tribunal finds that this single incident of offensive language, viewed in isolation, does not amount to a breach of paragraph 3 or paragraph 4 of Schedule 5.

78. The application contained two further allegations of abusive, aggressive, or inappropriate language directed at the Applicant. The tribunal is not satisfied that these matters (alone or with the other matters complained of) constitute breaches of paragraphs 3 or 4 of Schedule 5.
79. The tribunal was referred to screenshots showing posts on a Facebook account under the name “Kerry Abbott.” The Respondent accepted that she uses the name Kerry Abbott and that the post at page 247 of the bundle is hers. The post, dated 20 July 2022, includes the heading “I have neighbours from hell!!!!” followed by comments from third parties expressing surprise, since it had been a friendly relationship, and the Respondent’s own comment stating: “I did until I told them I’m having new stairs built! They are refusing to let me have them! C...s.”
80. The Respondent accepted authorship of the post and explained, and the tribunal accepts, that the comments were not made directly to the Applicant and that the Applicant would have had to search for/through her social media account to locate them. The tribunal finds that this post does not constitute a breach of paragraph 3 of Schedule 5, which concerns use of the demised property for offensive purposes, nor a breach of paragraph 4 of Schedule 5, as these private comments on a Facebook page do not amount to doing anything at the Property which may be or become a nuisance or annoyance or cause nuisance, damage or injury.
81. The tribunal heard evidence that on 24 March 2023 the Respondent threw paint and wood from the external staircase, leaving splashes of paint on the building, an incident which resulted in police involvement and a community resolution requiring the paint to be cleaned. The Respondent accepted the allegation. An email from Suffolk Police dated 20 April 2023 records that the Respondent admitted throwing the paint, explained she had been distressed by a letter from the Applicant and Mr Taylor, expressed remorse, and indicated she had already obtained specialist cleaning materials. At the tribunal’s inspection on 2 February 2026, the paint had been removed and the wood (and the other items previously kept in the garden) had long since been removed. Although the incident was a breach of paragraph 4 of Schedule 5 at the time, the breach has been remedied, and no further determination is required.
82. The application referred to occasions on which dog faeces were found on the Applicant’s doormat and damage was caused to the Applicant’s car mirrors or elsewhere following communication with the Respondent. No formal allegation was made that the Respondent was responsible, and

the Respondent denied doing so. These matters were not pursued at the hearing, and the tribunal makes no finding about them.

83. The application also alleged that the Respondent placed a screen in front of the Applicant's window and, when challenged, became aggressive and accused the Applicant/Mr Taylor of watching her. The Applicant stated that the screen remained in place for approximately six weeks. The Respondent's answer was that the screen was not in front of the Applicant's window but at the end of the external stairs. No photographic or contemporaneous evidence was produced showing the position of the screen, only a photograph of a modestly sized frame with fabric material taken down. In the absence of such evidence, the tribunal is not satisfied that the matters complained of constituted breach of paragraphs 4, 5 or 12 as alleged.
84. Mr Taylor's witness statement referred to the Respondent making rude gestures towards the camera doorbell system. Images from the camera were appended to his statement. The Respondent accepted that she appears in the stills and that she made gestures towards the camera. We were taken to examples from the later part of 2023 and the earlier part of 2024.
85. The tribunal notes that the image at page 268 (photo reference 6), dated 9 September 2023, shows the Respondent in the rear garden with her hand over her face. It is certainly not clear that she is also making a rude gesture at the same time.
86. Further images at pages 269 and 270 show a young male making a single-finger gesture towards the camera system. It was alleged and not disputed that this was the respondent's son.
87. Pages 271–273 contain images of an unknown (different) male at the front door and specific complaints were made about these. At the hearing, it was confirmed the Applicant was no longer relying on the relevant allegations.
88. The Respondent said that she made the gestures towards the camera because she felt she was being constantly filmed by the Applicant without her consent. On 13 May 2023, she had written to the Applicant expressing concerns about their proposed installation of CCTV, objected to recording of herself, her friends and family, and particularly her grandchildren, and asked that any cameras not be installed in the porch or overlooking the back garden. It seems from the photographs provided that cameras have been installed in precisely those locations. The tribunal cannot advise whether the recording and use of these images constitute an interference with the respondent's peaceful enjoyment of her property or breach of data protection legislation. However, these matters do seem intrusive; the Applicant should not be reacting by making rude gestures, but it seems to us that both parties are to blame.

We are not satisfied that the swearing/rude gestures constitute breach of paragraph 4 of Schedule 5.

Alterations

89. The Applicant alleges that the Respondent installed a new boiler in 2022, which involved cutting into the external walls without obtaining the required consent, thereby breaching Clauses 8.1 and 8.2 of Schedule 4. The Respondent said that the new boiler was installed to replace an older unit that had ceased functioning. She stated that the previous boiler already had an external pipe fitted through the wall prior to her purchase of the leasehold, and that the replacement boiler was installed in the same location by a Gas Safe engineer. The Respondent sought to deny that any new cutting into the external wall had occurred, as the pre-existing opening was used. At the inspection on 2 February 2026, the tribunal found no evidence of any new holes or other disturbance to the exterior walls; it is possible that the hole for the flue was enlarged, but the old gas pipe and the features of the installation indicated a like-for-like replacement. However, as Mr Willetts pointed out, the Respondent had already admitted “necessarily” cutting into the external walls for this purpose, in the single response prepared by her former solicitors, and had otherwise generally failed to comply with the case management directions, so it would not be fair or proportionate to allow the Respondent to resile from this admission. The argument made by the Respondent’s former solicitors, that the external walls were not part of the structure, is plainly hopeless.
90. The tribunal therefore accepts that in 2022 there was a breach of paragraph 8.1 of Schedule 4 but observes that any such breach appears likely to have been no more than slightly enlarging an existing aperture to enable installation of a modern boiler, to have caused no harm and to require no remedy.

Encroachment

91. The Applicant alleges that the Respondent breached paragraph 23 of Schedule 5 by: installing a large fence in the middle of the garden; keeping a shed in the garden, which the Applicant says obstructed planned fencing works; erecting a fence that was too long; planting trees on communal land without consent; storing patio slabs in the common parts; and leaving sand, plastic membrane and bare earth in the garden after the removal of patio areas.
92. At the inspection on 2 February 2026, the only item remaining in the garden was the fence running along the middle. It was not disputed that the fence had been erected prior to the Applicant’s purchase of the freehold and with the previous freeholder’s consent (the Applicant thought that it may have been moved, but there was no real evidence to suggest that). It appears the Applicant never requested its removal,

despite being aware of its existence at the time of purchase. The tribunal also notes paragraph 6 of the Applicant's witness statement (page 103 of the bundle), in which the Applicant confirms that she observed the fence when purchasing the freehold. Although the Applicant alleges that the fence was approximately three feet high at the time of purchase and later increased in height, no evidence has been produced to support this assertion (it is a modest open fence, with posts and rails, no panels). The Applicant further states that she did not initially raise objection "in the interests of keeping things neighbourly." The tribunal finds that, in circumstances where the fence pre-dated the Applicant's ownership and no request for its removal was made, the fence does not constitute a breach of paragraph 23 of Schedule 5.

93. In relation to the shed, the respondent gave evidence that this had belonged to the previous freeholder, who gave it to her. The Applicant provided no evidence that the Respondent had purchased or installed it; it was not disputed that it had been there all along and as requested had been removed. The tribunal therefore finds no breach in respect of the shed.
94. Regarding the allegation of a fence that was "too long," the tribunal found no such fence during its inspection, nor was any clear contemporaneous photographic evidence provided. No breach is therefore established.
95. In respect of the trees, the respondent gave evidence that she had not planted them and that they were present when she moved into the property; she stated she had cut them down rather than planted them. The Applicant produced no evidence to show that the Applicant had planted trees. The tribunal finds no breach.
96. Concerning the patio slabs, the Respondent accepted that they had been stored temporarily in the communal area after being instructed by the Applicant to remove the patio which had been installed before the Applicant's purchase. Although this constituted a breach of paragraph 23 of Schedule 5 from April 2023 (when the patio was taken up as requested, the slabs have since been removed. The tribunal finds that any breach has been remedied within a reasonable period.
97. Finally, regarding the sand, plastic membrane and bare earth, the respondent stated that these remained after she removed decking at the Applicant's request. No plastic membrane remains; we assume it was left or stored in the same way as the patio slabs and so the same findings apply in relation to this. As to the rough remaining surface, no evidence was provided by the Applicant regarding what replacement surface, if any, was required. The Applicant had asked the Respondent to remove the pre-existing patio, shed and so on, and the Respondent had done so. The tribunal notes that the garden forms part of the common parts and is not part of the Respondent's demise. Accordingly, the respondent has

no obligation under the lease to maintain the garden area; such responsibility lies with the landlord. No breach was identified or established.

Noise Nuisance

98. The tribunal asked the Applicant whether she had kept any records of the alleged noise nuisance, including notes of dates or times, sound level measurements, or whether she had contacted the local authority to lodge a complaint. The Applicant confirmed that she had not. In the absence of any specific or contemporaneous evidence, the tribunal finds that no breach of paragraph 15 of Schedule 5 has been established by the limited examples given in the witness statements filed for the Applicant. The tribunal has considered the Applicant's account that alarms occasionally sounded, that loud music was sometimes played, that sometimes there were loud voices/noises at unsociable hours, that the Respondent has put wind chimes on the external staircase, and that the television could at times be heard. However, the tribunal does not consider that these instances go beyond what may reasonably be expected within the normal course of everyday living. The tribunal therefore finds that such occurrences amount to sporadic, ordinary household noise and do not constitute a nuisance for the purposes of paragraph 15.

Service charges

99. Under section 27A of the 1985 Act the Tribunal has power to determine whether a service charge is payable and, if so, whether the relevant costs were reasonably incurred and are reasonable in amount (section 19).
100. Items 1, 2 and 5 fall within the service charge machinery of the lease. They were not disputed by the Respondent; the Tribunal is satisfied that it appears they fall within the charges permitted by the lease and that the underlying costs were reasonably incurred and of a reasonable amount within the meaning of section 19. Those sums are therefore payable. The total sum of these charges is £2,994.55. The lease provides at paragraph 2 of Schedule 4 that the tenant covenants to pay the Service Charge by the date specified in the Landlord's notice.
101. Items 1 and 2 – the roof condition survey in the sum of £197.50 and the replacement downpipe, hopper and fitting in the sum of £48.15 were demanded on 05 September 2023 and became due on 12 September 2023 (p165).
102. Item 5 – the section 20 works in the sum of £2,748.90 was demanded on 04 October 2023 and became due on 11 October 2023 (p204).
103. Items 3 and 4 relate to specific internal plumbing and internal damage matters. They do not form part of the general service charge provisions

(i.e. they are not within the scope of “Services” for which a “Service Charge” can be made under the lease, because they involve repairs inside the flats themselves, not the building or external areas) but instead arise from alleged breach and/or specific indemnity provisions. They are therefore not service charges within section 18 of the 1985 Act. To minimise dispute about this in future, we deal with these below as potential administration charges, as discussed at the hearing.

104. For the Applicant, Mr Willetts informed us at the hearing that items 6 and 7 (£60 and £166.68 for specific costs in relation to insurance) were no longer being pursued.

Administration Charges

105. Paragraph 1 of Schedule 11 to the 2002 Act provides that an administration charge includes sums payable in connection with a breach or alleged breach of covenant.
106. Paragraph 2 provides that such charges are payable only to the extent reasonable.
107. The Tribunal determines that sums claimed under paragraphs 4 and 7 of Schedule 4 fall within the statutory definition of administration charges.
108. Items 3 and 4 which had been claimed as service charges, as described above, appear instead to be administration charges payable under paragraph 16 of Schedule 4 to the lease. It was not disputed that the Applicant had incurred £96.31 on internal plumbing repairs to the Respondent’s property, as arranged with the Respondent, in a reasonable attempt to stop a leak from her bathroom in 2023 (item 3). Similarly, it was not disputed that the Applicant had incurred a further £485 on repairing internal damage, to their bathroom ceiling (which is immediately below the Respondent’s bathroom) caused by the leak (item 4). Copies of the relevant invoices were produced. We are satisfied that these costs were reasonable and would be payable by the Respondent under paragraph 16 of Schedule 4 as a result of the breach of paragraph 10 of Schedule 4 to keep the Property in good repair and condition. The administration charge(s) for these sums will not become payable until they are validly demanded as administration charges (prescribed information must be given with administration charge demands).
109. Item 8, which sought £1,725 towards the Applicant’s legal costs, had not been satisfactorily addressed by either party. The Respondent had failed to address it, and it appears some reasonable legal costs would be payable as administration charges. However, no clear case was made about this and no invoices (to show the payment made by the Applicant and what this was for) or other information was provided. In the

absence of supporting invoices or an administration charge demand, it does not appear appropriate to attempt to determine payability of this potential charge.

110. The Tribunal was not asked to determine the quantum or reasonableness of any specific administration charge and makes no such determination.

Interest

111. The lease provides at Clause 4 of Schedule 4 that the tenant shall pay interest on late payments, as noted above.
112. We were not given up to date interest calculations (or addressed on reasonableness of the interest provision for the purposes of Schedule 11 to the 2002 Act), so it does not appear proportionate to continue these proceedings any longer by seeking to determine the amounts of interest accrued to date.
113. No application was made under section 20C of the 1985 Act or paragraph 5A of Schedule 11 to the 2002 Act (cost protection orders). We note that for the sake of completeness; the Respondent will not be precluded from applying for such orders in future but we hope the parties will be able to resolve matters by agreement.

Name: Judge Wendy Banks

Date: 05 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.

From East Suffolk Council 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).