



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

**Case reference** : **LON/00AY/LBC/2025/0654**

**Property** : **Flat 8, Pippins Court, 40-41 Vauxhall  
Grove, London SW8 1 BT**

**Applicant** : **Metropolitan Thames Valley Housing  
Association**

**Representative** : **Ms Taylor Blair**

**Respondent** : **Ms Kenny Okuboyejo**

**Representative** : **Mr Martin Hall**

**Type of application** : **Determination of an alleged breach of  
covenant**

**Tribunal member(s)** : **Judge N O'Brien  
Mr J Naylor FRICS, FIRPM**

**Venue** : **10 Alfred Place, London WC1E 7LR**

**Date of  
Determination** : **9 March 2026**

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**DETERMINATION**

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- (1) The Respondent has breached Clause 16 (b) of her lease.
- (2) The Applicant's application for costs made pursuant to Rule 13(1)b of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 is refused.
- (3) The Respondent must pay the fees paid by the Applicant in respect of these proceedings in the sum of £341.

## **Introduction**

1. The Applicant, a registered provider of social housing, is the freeholder of Pippins Court 40-41 Vauxhall Grove, London SW8 1BT (the building). The building consists of a purpose-built block containing 6 flats all of which are or were initially sold to the leasehold owners on a shared-ownership basis. The Respondent has been the leasehold owner of Flat 8 since 2001.
2. On 8 September the tribunal received an application for a determination under section 168(4) of the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”) that the Respondent had breached a covenant in her lease. Specifically the Applicant asserted that the Respondent had sublet part of the flat or alternatively the whole of the flat in breach of Clauses 16(a) and 16(b) of her lease.

## **The Hearing**

3. At the hearing the Applicant was represented by Ms Blair of counsel. Ms Okuboye was not present at the hearing and was represented by her solicitor Mr Hall.
4. We were supplied with a 104-page bundle by the Applicant. The bundle contains a witness statement of Ms Fayola Lee, a home ownership team leader employed by the Applicant. Ms Lee was present at the hearing but as Mr Hall indicated he had no questions to ask her we did not hear any oral evidence from her.
5. On the day before the hearing the Applicant sought an adjournment on the basis that the parties were in negotiations to allow the Respondent time to either sell the flat or to increase her share of the equitable interest to 100%. That application was refused by Judge Vance who indicated that it could be renewed at the start of the hearing before us. At the start of the hearing Ms Taylor indicated that the applicant did not want to renew its application for an adjournment. Mr Hall indicated that his client had instructed him to seek an adjournment to permit her time to either sell the flat or purchase 100% of the equity. We considered that was not a good reason for adjourning the proceedings and so we proceeded to hear the application.

## Background

6. The Applicant contends that the Respondent has breached Clauses 16(a) and 16(b) of her lease which includes the following lessee covenants;

*“16 (a) Not to underlet or part with possession of part only of the Premises*

*(b) Not to underlet the whole of the Premises otherwise than by way of mortgage”*

7. The Applicant contends that the Respondent has sublet the whole of the flat since about 2016. Ms Lee has exhibited an occupancy report dated 13 October 2018 which indicates that in the course of an occupancy check which took place on 13 November 2018 the property was found to be occupied by a Mr Aggarwal and Mr Dhaimi who informed the Applicant’s investigator that they had rented the flat from the Respondent for about 2.5 years. It is not clear what happened after that discovery. The Applicant commenced another subletting investigation in 2023, culminating in service of a Notice of Seeking Possession on 2 October 2024.

8. Ms Lee has exhibited a number of emails passing between the Applicant and the Respondent between April and June 2024 which contain the following statements by the Respondent;

*“Unfortunately, I was unable to keep up with the payments by myself as I am still paying for the repairs. I permitted two gentlemen to move in around January 2021 as one household.”* (Email sent by the Respondent to the Applicant on 30 April 2024)

*“I know that the flat should not be rented without your permission and I am really sorry not to have told you. I was afraid because of all that I was going through.”* (email dated 27 June 2024)

*“As you can see, I know that I am in breach of my lease but I just don’t know what else I can do right now. I am unable to return to my flat at this point because of all these problems. It has to do with my health, the health of my family members, finances, my future, etc. The tenant is still there until next year and it is of great help so that I can try to withstand these problems of which I have not told you all.”* (ibid)

9. In her witness statement at paragraph 29 Ms Lee states that she conducted a further occupancy check on 29 July 2025. There was no one present at the property however a neighbour responded to her knock and informed her that the property was occupied by two women known to him as ‘Emma’ and ‘Nora’. This information corresponded with a credit report obtained by the Applicant in January 2025 showing that two

individuals with those first names had credit links to the property since 2023.

### **Legal Framework**

10. Section 168 of the 2002 Act provides;

*(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)...*

*(4) A landlord under a long lease of a dwelling may make an application to the (First-tier Tribunal) for a determination that a breach of a covenant or condition in the lease has occurred.*

11. We are satisfied that the Respondent has sublet the whole of the flat in breach of Clause 16(b) of her lease. She accepted that she had sublet her flat and that she was not herself living there on multiple occasions in email correspondence. Mr Hall did not seek to argue otherwise on the part of the Respondent. The Respondent specifically admitted in an email that she started subletting her flat in 2021 and we are satisfied that she has sublet the whole of her flat since 2021. We do not make any findings as to whether she sublet the flat before 2021 nor is any such additional finding necessary for the purposes of s.168 of the 2002 Act.
12. At the end of the hearing Ms Taylor applied for an order requiring the Respondent to pay the Applicant's costs of the proceedings pursuant to Rule 13(1)(b) of the 2013 Rules. This permits the tribunal to make a costs order against a Respondent if he or she has behaved unreasonably in defending the proceedings. The Respondent has not played any active part in these proceedings and has not sought to defend them. Furthermore she admitted that she sublet the flat in correspondence. Neither the Applicant nor the Respondent sought to argue that this amounted to an admission of breach for the purposes of section 168(2)(b) of the 2002 Act however it seems to us that the Respondent held her hands up to subletting some time ago and has not defended the proceedings. We do not consider that she has behaved unreasonably in conducting these proceedings.

13. Ms Taylor also applied for an order requiring the Respondent to reimburse the Applicant in respect of the tribunal fees it has paid. As the Applicant has succeeded in its application it is appropriate that the Respondent reimburse the Applicant in respect of those fees, totalling £341, within 28 days of this determination.

**Name : Judge N O'Brien**

**Date : 9 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