



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

Case Reference : **MAN/00EQ/LBC/2025/0001**

Property : **Flat 1, Cole Hill Bank,
Congleton, CW12 3AD**

Applicant : **Lisa Property Limited**

Respondent : **Cheryl Ann Knight**

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

Tribunal Members : **Judge S Wickham
Judge A Davies
Tribunal member J O'Hare**

Date : **17 April 2026**

DECISION

DECISION

The Respondent is in breach of clauses 4(7)(d), 4(7)(e) and 4(13)(d) of the lease dated 29 March 2018 made between (1) MGMC Investments Limited (2) David Johannes Theodor Seesing and Michal Vlcek and (3) Colehill Residents Company Limited (the “Lease”).

The Respondent must reimburse the Applicant the application fee of £110.00 and the hearing fee of £227.00. The Respondent must pay these sums to the Applicant within 28 days after the date of this determination.

REASONS

Background

1. The Applicant is the freeholder of 1-7 Cole Hill Bank, Congleton, CW12 3AF (“Cole Hill Bank”). The Respondent is the long leaseholder of the Property, which is a ground floor at Cole Hill Bank held under the Lease.
2. The Tribunal received an application dated 30 January 2025 seeking a determination under section 168(4) of the Commonhold and Leasehold Reform Act 2002 (the “Act”) that the Respondent has breached several covenants contained in the Lease.
3. The Tribunal issued directions on 9 January 2026. Those directions required both parties to provide statements of case, legal submissions, and any other documents upon which the parties wished to rely, in a bundle. The Applicant was also required to provide within its bundle a schedule giving details of each act alleged to be a breach of covenant and the evidence relied upon, a copy of the executed Lease, any applications/notices given or received by either the landlord or tenant, copies of up-to-date official copies from the Land Registry of the freehold and leasehold title, and copies of any relevant correspondence.
4. The Tribunal was provided with a bundle prepared by the Applicant, including the Lease, the Respondent’s leasehold title, various letters sent to the Respondent about the breach, and evidence relied upon by the Applicant of various e-mail exchanges. Upon reviewing the bundle, the Tribunal requested up-to-date official copies of the Respondent’s leasehold title, as it was noted the copies provided were from January 2025. The Tribunal also requested up-to-date official copies for the Applicant’s freehold title.

5. The Respondent did not submit any statement of case or evidence in accordance with the Tribunal's directions.
6. No party asked the Tribunal to carry out an inspection of the Property, and the Tribunal did not consider an inspection necessary.

The Hearing

7. A remote hearing took place on 17 April 2026. The Applicant was represented by Mr Arun Nath from Praxis Block Management Ltd ("Praxis"), which is the Applicant's property management representative. The Respondent did not attend.
8. The Tribunal satisfied itself that the Respondent had been validly served with notice of the application, the directions and notice of the hearing by both post to the Property and to the address for service given in the official copies for the Property. The Respondent was also served at an e-mail address, and the Applicant's bundle contained evidence that the Respondent had used the e-mail address previously. The Tribunal was therefore satisfied that reasonable steps had been taken to notify the Respondent of the hearing.
9. Having considered rule 34 and the overriding objective pursuant to rule 3 of the Tribunal Procedure (First-Tier Tribunal) (Property Chamber) Rules 2013 (the "2013 Rules"), the Tribunal considered that it was in the interests of justice to proceed with the hearing in the Respondent's absence so as to avoid unnecessary delay and prejudice to the Applicant.

The Law

10. The law relevant to the substantive application is set out at section 168 of the Act:

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.

(5) But a landlord may not make an application under subsection (4) in respect of a matter which—

(a) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,

(b) has been the subject of determination by a court, or

(c) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

(6) For the purposes of subsection (4), “appropriate tribunal” means

(a) in relation to a dwelling in England, the First-tier Tribunal

[...]

The Applicant’s case

11. The Applicant contends that the Respondent, by underletting the Property, has breached the following covenants contained in the Lease.

The Lease:

Clause 4: *The Tenant covenants with the Landlord and separately with the Management Company as follows: ...*

(7)(d) Underlettings

Not to underlet the whole of the Demised Premises save that the Tenant may grant sublease(s) for between 6 months and 1 year (inclusive) on an assured shorthold tenancy or other terms which do not allow the sub-tenant security of tenure without the prior written consent of the Management Company provided always that any sub-lease shall be granted subject to all the covenants regulations and obligations on the part of the Tenant contained in this Lease (except the covenant to pay the Annual Rent)

(7)(e) Registration of assignment or underletting –

Within 21 days next after any transfer assignment subletting charging or parting with possession (whether mediate or immediate) or devolution of the Demised Premises to give-notice in writing of the transfer assignment subletting charging parting with possession or devolution and of the name and address and description of the assignee sublessee charge or person upon whom the relevant term or any part thereof may have devolved (as the case may be) to the Landlord and to the Management Company and to deliver to the Landlord and also to the Management Company or their solicitors within such time as aforesaid a certified copy of every instrument of transfer assignment subletting charging or devolution and every probate letters of administration order of the court or other instrument effecting or evidencing the same and to pay to the Landlord and the Management Company or their respective solicitors their proper fee for the registration of every such notice

(13)(d) *In the event of the Tenant not being resident in the Demised Premises for a continuous period in excess of two calendar months to forthwith notify the Landlord and the Management Company or their managing agents in writing of the name and address of a suitable agent being a surveyor solicitor accountant or other person responsible for the compliance on behalf of the Tenant with the Tenant's covenants contained in this Lease*

Clause 5: *The Tenant covenants with the Landlord and separately with the Management Company and separately with and for the benefit of each of the Flat Owners that throughout the Term the Tenant will: ...*

(6) Regulations

To observe and perform the regulations set out in the Fourth Schedule provided that the Landlord and the Management Company reserve the right to modify or waive such regulations in its absolute discretion

Fourth Schedule - Regulations

(4)(a) Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Building or the Estate or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other specially inflammable substances in or about the Demised Premises and to repay to the Management Company all sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy or policies rendered necessary by a breach of this regulation all such payments to be recoverable as rent in arrears.

Breaches of the Lease

12. In the application, the Applicant asserts that the Respondent has breached the above clauses of the Lease as follows:

Clause 4(7)(d) in underletting the whole of the premises for a term of 12 years.

Clause 4(7)(e) in failing to give notice of such sub-letting, or a copy of the same.

Clause 4(13)(d) in failing to notify the Applicant of an agent for the purposes of compliance with tenant covenants.

Clause 5(6) and para.4(a) Sch.4 in failing to provide details of occupiers, in circumstances which are liable to render voidable (or increase the premium payable) in respect of the building's insurance.

13. The Applicant's representative, Mr Nath, gave oral evidence on behalf of the Applicant.
14. Mr Nath confirmed that he works for Praxis, which is the managing agent of Cole Hill Bank and other properties across the country owned by the Applicant. He confirmed that Praxis took over the management of Cole Hill Bank two years ago from Urban Point Property Management Limited ("Urban").
15. Mr Nath explained that in October 2024, Praxis became aware that the Property was being occupied by someone other than the Respondent. The Applicant relied on an e-mail dated 11 October 2024 in which a request was made to change the details on the tenant account for the Property to Northwest Property Management Limited ("Northwest"). Praxis responded by requesting confirmation as to the nature of the occupation. Praxis subsequently received an e-mail dated 31 October 2024 stating: "*we took over the Property on the 8th of October on a 12-year lease.*" Mr Nath explained that, despite requests from Praxis and Urban, neither the Respondent nor Northwest has provided a copy of the purported '*12-year lease*' or clarified its terms.
16. Mr Nath stated that employees of Praxis had spoken to Northwest on several occasions regarding allegations of disrepair at Cole Hill Bank and arrears on the tenant account. He stated that, during those calls, a representative of Northwest became aggressive and refused to clarify the nature of Northwest's occupation of the Property.
17. Mr Nath confirmed that Praxis had not physically attended the Property and does not know who is currently in physical occupation.
18. Mr Nath stated that the Respondent confirmed by e-mail that she is not living at the Property. He referred the Tribunal to her e-mail to Urban dated 29 August 2024 stating "*please do not send any correspondence to the property as I do not live there*".

19. Mr Nath explained that Praxis sent the Respondent a letter in October 2024 inviting her to remedy the breach, a copy of which was provided to the Tribunal. Upon questioning by the Tribunal, Mr Nath explained that the date shown as 23 October 2023 on the letter was a typographical error.
20. Mr Nath explained that Praxis then sent a breach of covenant letter dated 7 January 2025 to the Respondent. He confirmed that the Respondent has not responded to that letter or any other correspondence from Praxis. Praxis also sent a copy of the letter to the Respondent's mortgagee, but received no response.
21. Mr Nath stated that Praxis has had no communication from the Respondent or Northwest since April 2025.
22. The Tribunal queried whether the Applicant wished to pursue the alleged breach of clause 5(6) and paragraph 4(a) of schedule 4 of the Lease, relating to the insurance policy at Cole Hill, given the Applicant had provided no evidence relating to the insurance policy. Mr Nath confirmed that the Applicant did not wish to pursue this allegation and relied instead on the alleged breaches of the underletting provisions.

The Tribunal's decision and Reasons

23. The Tribunal found Mr Nath to be credible, reliable and a measured witness, and has no hesitation in accepting his evidence of fact on the balance of probabilities.
24. The Tribunal accepts that Praxis, on behalf of the Applicant, made reasonable attempts to clarify the nature of Northwest's occupation of the Property, and that both the Respondent and Northwest failed to clarify this in any way.
25. In the absence of any evidence or clarification from the Respondent, the Tribunal accepts that the Respondent is not in occupation of the Property, and that Northwest is sub-letting the Property from the Respondent. In reaching this conclusion, the Tribunal placed particular weight on following evidence:
 - i. The e-mail dated 11 October 2024 from Northwest to Praxis requesting the details on the account for the Property be changed to Northwest.
 - ii. The e-mail dated 31 October 2024 from Northwest to Praxis stating "*we took over the property on 8th October on a 12-year lease*".
 - iii. The e-mail dated 29 August 2024 from the Respondent to Urban Point stating "*... please do not send any correspondence to the property as I do not live there.*"

- iv. The e-mail dated 29 January 2025 from Northwest to Urban Point in respect of the Property stating “*Any mail sent to the property will not be received as it is tenanted property.*”
26. The Tribunal therefore finds, on the balance of probabilities, that the Respondent has breached clauses 4(7)(d), 4(7)(3) and 4(13)(d) of the Lease by:
- i. Underletting the Property to Northwest for a period longer than 12 months without the consent of the Applicant’s managing company;
 - ii. Failing to register the underletting of the Property with the Applicant or the Applicant’s managing agents, failing to provide a certified copy of the underlease, and failing to pay the registration fee;
 - iii. Failing to notify the Applicant’s managing agents of the name and address of the Respondent’s agent responsible for compliance with the covenants in the Lease when the Respondent had not been in occupation of the Property for a period exceeding two months.
27. The Tribunal makes no determination in respect of the alleged breach of clauses 5(6) and para 4(a) of schedule 4 of the Lease, as the Applicant confirmed that it did not wish to pursue those allegations.
28. In accordance with rule 13(2) and (3) of the 2013 Rules, the Tribunal has discretion, on its own initiative, to order that a party reimburse another party the whole or part of any Tribunal fees paid. The Tribunal considers it appropriate in the circumstances to order the Respondent to reimburse the Applicant the full amount of the application and hearing fees paid to the Tribunal.

Name: Judge S Wickham

Date: 24 April 2026

ANNEX – RIGHTS OF APPEAL

1. 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.
2. 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.
3. 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 being within the time limit.
4. 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.