



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

**Case Reference** : **MAN/00BY/LBC/2025/0010**

**Property** : **503 BEREYS BUILDINGS, 33 GEORGE STREET,  
LIVERPOOL, L3 9LY**

**Applicants** : **(1) J MOSS DEVELOPMENTS LIMITED  
(2) BEREYS BUILDING MANAGEMENT LTD**

**Respondent** : **THOMAS SEAN WHITFIELD TRICKEY**

**Type of Application** : **Determination as to alleged breach of covenant:  
Section 168 Commonhold and Leasehold Reform  
Act 2002**

**Tribunal** : **Tribunal Judge A Davies  
Tribunal Member J Platt, FRICS**

**Date of Decision** : **27 April 2026**

---

**DECISION**

---

The Respondent is not found to be in breach of any covenant in the lease of 503 Bereys Building.

**REASONS**

1. The First Applicant is the owner of Bereys Buildings in Liverpool, a converted Victorian warehouse containing good quality apartments let on 150 year leases from

1 October 2000. The First Applicant's directors are Julian and Adele Moss, who are also directors of the Second Applicant.

2. In 2024 the Respondent bought the lease of apartment 503 ("flat 503"), which is a one bedroomed duplex on the top floors of the building with access to a shared terrace at the same level. The Respondent, who is now aged about 28, bought the property without a mortgage.
3. On 6 June 2025 the Applicants applied to the Tribunal for a determination under section 168 of the Commonhold and Leasehold Reform Act 2002 ("section 168") as to whether the Respondent was in breach of the covenants contained in his lease. Such an application is the first step towards forfeiture of the lease.
4. On 14 January 2026 the Tribunal issued a directions order to the parties by email. The Respondent did not file any response to the application in accordance with paragraph 2 of the directions, and on 23 March 2026 he was barred from taking any further part in the proceedings. He did not make any application to lift the bar.
5. The application was determined on 27 April 2026 without a hearing, on the basis of papers supplied by the Applicants. The Applicants' papers included documents filed with the Tribunal on or about 30 March 2026, ie after the date of the barring order. These included witness statements of police officers, police logs and reports, and emails sent by leaseholders to the Second Applicant.

## **THE LAW**

6. Section 146(1) of the Law of Property Act 1925 reads:  
*"A right of re-entry of forfeiture under any proviso or stipulation in a lease for a breach of any covenant or condition in the lease shall not be enforceable, by action or otherwise, unless and until the lessor serves on the lessee a notice –*  
*(a) specifying the particular breach complained of; and*  
*(b) if the breach is capable of remedy, requiring the lessee to remedy the breach, and*  
*(c) in any case, requiring the lessee to make compensation in money for the breach;*  
*and the lessee fails, within a reasonable time thereafter, to remedy the breach, if it is capable of remedy, and to make reasonable compensation in money to the satisfaction of the lessor, for the breach".*

7. Section 168 provides, so far as relevant, as follows:

*“(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 (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, [or]*

*(b) the tenant has admitted the breach, ....*

*(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”.*

8. Section 171 of the 2002 Act allows for the appropriate national authority to make regulations prescribing requirements which must be met before a right of re-entry of forfeiture may be exercised in relation to a breach of covenant or condition in a long lease of an unmortgaged dwelling. No such regulations have been made.

## **THE ALLEGED BREACHES**

9. The Applicants claim that the Respondent is in breach of the terms of his lease as follows:

- a) he has used Class A drugs in flat 503 and has left drug paraphernalia there
- b) he has used his flat for an illegal and/or immoral use
- c) the Respondent has not taken action in response to complaints from residents of thefts, anti-social behaviour, noise, drug use, and fear of damage and loss to their belongings and risk of harm to themselves
- d) he has used his flat other than as a family dwelling
- e) he has caused damage or waste to his flat and has permitted it to fall into serious disrepair and condition
- f) he has encouraged others to attend to take drugs and create an anti-social and dangerous environment to other residents
- g) he has allowed or permitted his visitors to use the communal parts of Bereys Buildings for taking drugs including Class A drugs

- h) he has allowed drug paraphernalia to be discarded in the common parts of the building, contrary to his obligation to contribute to the respectability of the Bereys Buildings
- i) he has caused the building insurance costs to be increased
- j) he has threatened occupiers and visitors of the building with violence and used offensive and anti-social behaviour towards others in and around the building
- k) he has used flat 503 for criminal activities so that the police attended the flat to arrest him
- l) he allowed or caused a fire in flat 503 on or about 2 May 2025, endangering the life and property of the occupiers of the building
- m) he caused his flat to become water damaged
- n) he caused his flat to be damaged by the fire
- o) he caused his flat to become uninhabitable and/or unsafe to occupy.

10. The Applicants contend that these activities or failures are in breach of the following terms of the lease:

Clause 2(4)(a):

Not ... to make any alterations in or additions to the Demised Premises or any part thereof nor cut maim alter or injure any of the walls or timbers thereof

Clause 4(5):

At all times during the term hereby granted to keep the Demised Premises and all additions thereof and the landlord's fixtures and fittings sanitary electrical and water apparatus and appurtenances installed in or fixed to the Demised Premises and the window frames and the glass thereof ... well and substantially repaired cleansed maintained and renewed damage by any risk against which the [First Applicant] shall have insured (save where the insurance moneys shall be irrecoverable by the reason of any act or default of the Lessee or the family servants agents or licensees of the Lessee) nevertheless excepted ...

Clause 4(15):

Not at any time to use or occupy or permit the Demised Premises to be used or occupied except as a private residence in one family occupation only

Clause 4(16):

To observe and perform the regulations in the First Schedule hereto

The First Schedule – paragraph 1:

... nor permit to be done any damage or waste to the Demised Premises nor leave or deposit any dangerous or offensive goods on the Demised Premises or in the Building or in the grounds nor use or permit to be used the Demised Premises for any illegal or immoral purpose.

The First Schedule – paragraph 2:

... nor at any time or times to do or allow to be done in or upon or with respect of the Demised Premises anything which may annoy the [First Applicant] or any of the other lessees or occupiers of the Building or which may injure or tend to injure the character or amenities thereof as a place for private residence but on the contrary the Lessee will as much as it is in the Lessee's power lies [*sic*] contribute to the respectability of the Building.

The First Schedule – paragraph 3:

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 which may cause an increased premium to be payable ... nor to keep or permit to be kept any petrol or inflammable substances in or about the Demised Premises ...

The First Schedule – paragraph 4:

Not to throw nor permit to be thrown any dirt rubbish rags or other refuse into sinks baths lavatories cisterns or waste or soil pipes in the Demised Premises

The First Schedule – paragraph 8:

Not to leave nor cause to be left in any entrance landing passage stairway or other common part of the Building any furniture cycle perambulator toy box parcel bottle or other thing

The First Schedule – paragraph 11:

To observe all other further reasonable rules and regulations made at any time and from time to time by the [Applicants] in addition to or substitution for the foregoing rules and regulations or any of them which the Lessor may deem necessary or expedient for the safety care or cleanliness of the Building or any part thereof or for securing the comfort and convenience of all lessees in the Building.

11. In regard to these terms of the lease, the Applicants have not suggested that any additional rules and regulations have been made as referred to at paragraph 11 of the First Schedule.

## **THE EVIDENCE**

12. The issue before the Tribunal was whether the Respondent was in breach of the terms of his lease. It was not for the Tribunal to determine the seriousness of any breach, or to consider what the effect of their decision might be – namely an application for forfeiture. The decision was to be made on a balance of probabilities, based on the written evidence presented.
13. The Tribunal considered that, as the Respondent - either by his choice or as a result of the health and other difficulties he contends with - had not supplied any response to the allegations, it was incumbent on them to examine the evidence rigorously. The more so because the experiences of the building's residents were not set out in formal witness statements, but took the form of complaints emailed to the Applicants, or victim statements. A formal witness statement on behalf of the Applicants was supplied by Mrs Adele Moss.
14. The Applicants have also supplied statements made by police officers which contain much hearsay and apparently little direct knowledge of the Respondent's activities within the building or flat 503 although, because of his known drug use, the officers seem to have had contact with him elsewhere.
15. The Tribunal were told that the police considered, in or about December 2025, applying for a Closure Order in respect of flat 503. This had not been progressed "*due to insufficient reports*" although the applicable standard of proof for such an application is the civil one. There was no suggestion in the papers before the Tribunal that the police had considered applying for a Partial Closure Order which would enable the Respondent to remain in his flat while barring any third party from entering it. Such an order would not, of course, prevent unlawful entry and misuse of the common parts of the building, which appear to be the main issues so far as the Applicants and the other residents are concerned.

## **THE LEASE COVENANTS**

16. The Tribunal carefully considered the evidence in relation to each of the covenants in the lease which the Applicants contend have been breached. In respect of two of these covenants the Tribunal has seen no evidence, namely clause 4(15) and paragraph 4 of the First Schedule. The Applicants have not supplied any evidence either that the

Respondent has shared flat 503 with others so as to breach the covenant to use it only for the occupation of one family, or that he has thrown refuse into the plumbing system in the flat.

17. The allegation that the Respondent is in breach of clauses 2(4)(a), 4(5) or paragraph 3 of the First Schedule may relate to the outbreak of fire, which is discussed at paragraphs 23 to 26 below and which the Tribunal finds to have been unintentional. The Applicants have not produced evidence that the insurance premium for the building has been increased or that the policy conditions have been altered as a result of anything the Respondent has done or failed to do. The Tribunal has seen no photographic or other evidence of any intentional breach of clause 2(4)(a).

### **THE RESPONDENT'S USE OF FLAT 503**

18. The Applicants consider the Respondent to be in breach of his covenant (at clause 4(5) of the lease) to keep flat 503 well and substantially repaired cleansed maintained and renewed, except to the extent that it is damaged by an insured event. Photographs of the interior of the flat and the terrace outside it were taken, it appears, during the tidying up and securing which took place immediately after a fire in the flat on 2 May 2025. These images suggest that the Respondent was not caring well for himself or his property, but they do not give the Tribunal a clear idea of what state of the flat, as opposed to the furnishings, would have been in had it not just suffered a fire which was extinguished by the fire and rescue service. There is no written, photographic or other first hand description of the condition of flat 503 at any other time.
19. The fire officer's hand-over form states that needles and drug use paraphernalia had been noted in the flat. The Respondent told the police that these were "old".
20. Police Sergeant Richard Clare supplied a witness statement described as an "impact statement" which he wrote "*because I know ... that residents ... are distressed and concerned about Trickey, who is known by most residents I have engaged with ... they are all aware of the issues he is causing and are concerned about him living at the address.*" Mr Clare explains that because there is no trades button enabling the police to enter the building, police officers buzz other residents apparently at random asking for admittance, and then cause some disturbance moving through the

building, often at night. These activities of the police are also the subject of a number of complaints the Applicants have received from the residents, who tend to blame the Respondent for them.

21. Mr Clare continues “*Trickey often allows drug users into his residence to take drugs, he often plays loud music on his TV, a lot of which is offensive rapping, he has people buzzing other peoples intercoms at the communal entrance....*” The Tribunal has seen no independent or supporting evidence of any of these hearsay allegations. In relation to the level of music played, there is no evidence of a decibel meter having been used, or of any recording having been taken. It is unclear when, at what time of day, and exactly where (inside the flat or on the terrace) the music has been played.
22. Covenants in a lease are intended to protect the landlord’s freehold and the legitimate interests of people living nearby. Individual habits which take place in the privacy of the demised premises and do not in themselves impact on third parties are not or should not be subject to scrutiny by the landlord. The Tribunal having considered all the evidence, has not ascertained to its satisfaction on a balance of probabilities that the Respondent’s activities within his flat – including the use of drugs to which he may be addicted and his consequential inability to live “respectably” – amount to relevant breaches of the covenants in his lease.

## **THE FIRE**

23. The breaches listed at l) to o) of paragraph 9 above refer to a fire which took place in flat 503 on the night of 2 May 2025. The fire did not spread beyond the confines of flat 503, but the flat below was damaged by the water used to extinguish it. The police arrested the Respondent two days later on suspicion of arson. This is the only arrest mentioned in the Applicants’ evidence and the Tribunal therefore understands that it is this arrest that is referred to the allegation at k) of paragraph 9 above. Police Sergeant Richard Clare made a statement on 20 May 2025 in which he stated: “*recently Trickey has caused a significant fire inside the premises.*” However the police report states that when interviewed the Respondent explained that the fire was started accidentally, that he had tried to put it out but was unable to do so, and he had then fled as “*one of his neighbours started being aggressive with him.*” The fire investigators concluded that unsafe smoking practices may have caused the fire. They found that there were no accelerants seen in the flat, and that up to five fire

extinguishers had been used in order to try to put out the fire. The Respondent was not charged with any offence.

24. On the basis of this evidence, the Tribunal does not find that the circumstances of the fire suggest that the Respondent was in breach of any term of his lease. The breaches complained of require an element of intentionality, of which there is no evidence.
25. The Tribunal has not been provided with any evidence as to whether the Applicants made any insurance claim following the fire, and if so what the outcome of the claim was. As a result of the fire a Fire Risk Assessment was carried out at Bereys Buildings in June 2025, and identified a number of failures in the building which required urgent remedial action.
26. The Tribunal has noted some unfortunate exaggeration of this incident in the emails of leaseholders complaining about the problems in the building. For example, a victim impact statement from the occupier of flat 202 says “*all residents’ lives were put in serious danger by 503 in May 2025*”. The owner of flat 104 states “*we discovered that the resident ... had now committed arson in his own flat. This incredibly disturbed us to know that we live in close proximity and within the same building of [sic] an individual who would take such a serious action that could recklessly endanger life.*”

## **SECURITY OF THE BUILDING**

27. The occupants of Bereys Buildings gain access to their flats by using fobs to open the main entrance door on George Street. There are no CCTV cameras or other security measures in the common parts of the building. The emails sent by leaseholders to the Applicants include many requests for improved security within the building and at the entrance.
28. The evidence supplied by the Applicants includes several claims, including an assertion in the witness statement of Mrs Moss, that the Respondent has replicated and distributed his fob to people who have used it to gain access to the building and to cause problems there. In her statement dated February 2026 Mrs Moss for the Applicants refers to the Respondent having purchased a replacement fob – presumably from the managing agents, and presumably to replace the one he lost in

December 2025 when PC Rebecca Merriman reports that the Respondent told her that he “*had been locked out so had not slept in the flat for one week.*” This does not appear to have been a choice on the part of the Respondent. The Tribunal has not been told the circumstances in which his original fob was lost, but given his need to purchase another it seems unlikely that he was replicating fobs to distribute to other people. The Tribunal has not seen any evidence as to how a fob can be replicated – or if it can be, why the door entry system was not promptly changed to provide better security.

29. There is no direct evidence that the Respondent’s fob has been replicated. To the contrary, there are a number of statements from occupants of the building, and from the directors of the Applicants, to the effect that undesirable people have attempted to gain access to the building by buzzing intercoms at random asking to be let in, or by waiting at the entrance to make their way in when the door is opened by residents or legitimate visitors. While these activities have clearly been distressing for the residents, the Tribunal has seen no evidence that such intruders were intending to visit the Respondent, let alone that they were welcomed by him into the building. If they were the Respondent’s visitors - or if the Respondent was amenable to them occupying the common parts of the building - the Tribunal would have expected them to buzz his intercom so that he could let them in.
30. Several residents state in their emails or victim statements that the problems arising from intruders into the building did not occur prior to the Respondent moving into flat 503, but the Tribunal, having carefully considered all the evidence, finds that such statements are insufficient to establish that the Respondent is responsible either for the intrusions or for the activities of the intruders.
31. The Tribunal finds that there is insufficient evidence that the Respondent has committed the breaches of his lease referred to at f), g) and h) of paragraph 9 above. The emails from residents refer to thefts of a bicycle and an Amazon parcel and to litter being left in the common parts of the building. The Applicants accuse him of allowing the use of drugs, the discarding of drug paraphernalia and the creation of a dangerous and anti-social environment in the common areas. By way of example, Mrs Moss’s statement on behalf of the Applicants states “*One resident of 202 has a ring doorbell with footage showing a vagrant invited by Mr Trickey throw his*

*sleeping bag over a parcel and take it with him.*” There is no evidence that this vagrant was invited into the building by Mr Trickey. Although the Tribunal readily accepts that intruders into the building cause serious problems, there is no evidence – other than supposition or suspicion - that the Respondent has himself carried out, or that he has allowed or encouraged, such misuse of the building. Since he occupies flat 503, it would seem much more likely that, if these intruders were his invitees, their activities would take place within his flat.

### **THE RESPONDENT’S BEHAVIOUR**

32. The Applicants say that the Respondent has threatened occupiers and visitors of the building with violence and has exhibited anti-social behaviour as well as using flat 503 for criminal activities. Apart from the private use of drugs, no other criminal activity in the flat has been identified. The Tribunal has seen no evidence at all that the Respondent has offered other residents any violence, or that he has ever behaved offensively towards them or their visitors.

33. The Tribunal has a formal witness statement and an unsigned informal statement from PC Rebecca Merriman, who like Police Sergeant Richard Clare describes reports of issues raised by residents of Bereys Buildings following the fire on 2 May. She says *“These reports frequently stated that members of the homeless community were attempting to access the building at all hours, pressing neighbouring residents’ buzzers and causing distress and alarm. Several reports also described individuals being verbally abusive or shouting about money owed.”* There is no mention that these activities were condoned or authorised by the Respondent. The statement goes on: *“Residents reported being woken at all times of night by people attempting to gain access to Flat 503, causing them significant stress and preventing them from living peacefully within their homes.”* The Tribunal understands this to mean that the Respondent was **not** permitting the strangers to enter the building or to visit him in his flat. The behaviour of these actual or would-be intruders cannot be ascribed to the Respondent.

### **CONCLUSION**

33. The Tribunal has considerable sympathy for the residents of Bereys Buildings whose enjoyment of their properties has been seriously affected by the activities of intruders

into the building, the interruptions of the police, and the lack of security measures at the entrance and in the common parts. However the Tribunal does not find that the evidence presented by the Applicants amounts to proof on a balance of probabilities, that the Respondent has caused these problems by breaching the terms of his lease.

34. The Tribunal has not found that any breach of the lease has taken place, which does or should affect the interests of the Applicants and the other occupiers of the building. Consequently the Tribunal declines to make the order sought.