



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

Case reference : **CAM/22UK/LBC/2025/0011**

Property : **Flat 1, Hanover Court, Waltham Abbey,
EN9 1HR**

Applicants : **Anchor Hanover Group**

Representative : **Mr Sebastian Reid, counsel**

Respondent : **Ayodele Onifade**

Representative : **No attendance or representation**

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

Tribunal members : **Judge Katie Neave**

Venue : **Remote hearing by CVP**

Date of decision : **22 June 2026**

DECISION

Decisions of the tribunal

1. The tribunal determines that breaches of clause 4(v) and 4(vii) of the lease dated 6 December 2017 have occurred, in the manner and on the occasions set out below.

The application

2. By an application dated 15 October 2025, the Applicant landlord seeks a determination under section 168(4) of the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”) that a breach of covenant or condition in the Respondent’s lease has occurred.

The background

3. The background to this application is set out in the 358-page hearing bundle, which I have considered in detail.
4. The application relates to the block of residential flats at Hanover Court, Waltham Abbey, EN9. Hanover Court is a block of 6 independent-living retirement flats in which the Applicant provides retirement accommodation for people over the age of 55 years old. Neither party requested an inspection of the block, and the tribunal did not consider that an inspection was necessary. Nor would it have been proportionate to the issues in dispute.
5. The Applicant is the registered freehold owner of the block under title number EX286737. The Respondent is the registered leasehold owner, under title number EX964049, of Flat 1 Hanover Court pursuant to the terms of a lease dated 6 December 2017 for a term of 189 years from 20 December 1984 (“the Lease”).
6. The Applicant asserts that the Respondent has breached various covenants of the Lease and seeks a determination to that effect. The Respondent has not participated in these proceedings. On 24 March 2026, Judge MacQueen informed the Respondent that she was minded to bar him from the proceedings. She invited submissions as to whether she ought to make such an order. No submissions were received from the Respondent. On 8 April 2026, Judge MacQueen made an order barring the Respondent from participating in the proceedings.

The hearing

7. At the hearing, which took place on 27 May 2026 by videoconferencing, the Applicant was represented by Mr Reid, counsel. The Respondent did not attend the hearing and nor was he represented. Mr Reid asked me to proceed with the hearing in the Respondent's absence.

8. I was satisfied that it was appropriate to do so – I was satisfied that the Respondent had been notified of the hearing as notice of hearing had been sent to him by email, as had other communications, such as the barring order, which also referred to the date of the hearing. I was also satisfied that it was in the interests of justice to proceed with the hearing - though the overriding objective includes ensuring, so far as practicable, that the parties are able to participate fully in the proceedings, the Respondent has not engaged with this application and is the subject of a barring order. An adjournment would not have served any useful purpose and would not have been proportionate to the resources of the Applicant and the Tribunal.
9. I heard oral evidence from Ms Harvey, who confirmed the content of her witness statements dated 10 October 2025 and 23 February 2026. She also gave updating evidence in chief. As the Respondent did not attend the hearing, there was no cross-examination. Mr Reid made submissions. I reserved my decision.

The issues

10. Mr Reid confirmed that the issue in dispute is whether the Applicant has proved on the balance of probabilities that the Respondent has breached clauses 4(v) and 4(vii) of the Lease.
11. Having heard the evidence and submissions and having considered the documents provided, I make the following determinations.

The Lease

12. The Lease is a lease extension granted under the Leasehold Reform, Housing and Urban Development Act 1993. By clause 2.2 and 2.3, the Lease incorporates the terms of an earlier lease dated 20 December 1984 made between (1) Epping Forest District Council (freeholder) (2) Hanover Housing Limited (“the Association”) and (3) Eleanor Gibson (tenant).
13. The following are the material terms of the 1984 lease:
 - (i) By clause 4(v), the lessee covenanted “to keep the demised premises and all walls party walls sewers drains pipes cables wires and appurtenances thereto belonging in good and tenantable repair and condition and to permit the Association and its agents with or without workmen and others at reasonable times after notice to the Lessee to enter upon and examine the condition of the demised premises...”

- (ii) By clause 4(vii) the lessee covenanted not to “do or permit or suffer to be done in or upon the demised premises or the Property or any part thereof anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Council the Association or the lessees of the Council or neighbouring owners or occupiers...”

Findings

14. I found Ms Harvey to be a clear and straightforward witness. Though she only became involved with Hanover Court in April 2025, she clearly had detailed knowledge of the block and of the matters that she described in her statement, either from what she has herself observed, or from considering the complaints made by the other occupiers of the block, or from considering the Applicant’s files relating to this property. Her evidence was unchallenged. I accept what she says and make the following findings of fact having considered her evidence carefully.

Access to Flat 1

15. The Respondent failed to permit Ms Sonia King, a location manager employed by the Applicant, access to Flat 1 on 19 March 2025 at midday, notwithstanding notice of Ms King’s inspection being given to him by letter on 11 March 2025. The purpose of the inspection was to test the emergency pull cord system in the flat. The Respondent was not present when Ms King visited, and she could not access the flat.
16. The same thing happened at rescheduled visits on 28 April 2025 at midday, notice of which had been given to the Respondent by letter dated 16 April 2025, and at midday on 8 May 2025 and at 10am on 9 May 2025, notice of which had been given to the Respondent by letters dated 30 April 2025. Though Ms King attended the Flat on all of these occasions, the Respondent was either not present or did not open the door to allow Ms King inside.

Nuisance etc.

Rubbish and waste

17. There is and has since at least 10 October 2025 (being the date of Ms Harvey’s first witness statement) been an overwhelming and unpleasant smell emanating from Flat 1 into the common parts of the block. This is unpleasant for the other residents of Hanover Court, who have frequently complained to Mr Knipe, a location manager for Hanover Court who is employed by the Applicant, and to other more senior employees of the Applicant.

18. On 2 August 2025, the Respondent was observed by other residents of Hanover Court bringing two bags and a suitcase containing rubbish from outside of the block into Flat 1. The suitcase left dirty marks on the communal carpet in the hallway of the block. He was seen bringing in the suitcase of rubbish again on 7 August 2025 and 19 August 2025. There were more marks on the carpet from the suitcase on 8 August 2025 and the carpet was reported to be dirty as a result of the Respondent's actions in bringing rubbish into the block on 10 and 11 September 2025. Further complaints about the carpet's stained condition, caused by the Respondent's actions, were made on 18 October 2025 and 7 and 10 January 2026. On 2 February 2026, the Respondent was observed putting bleach on the hallway carpet. Photographs attached to Ms Harvey's statement show the carpet in a dirty and stained condition.
19. On 4 August 2025, the Respondent was observed by other residents of Hanover Court removing rubbish from refuse sacks on the street outside the block and bringing it in to Flat 1. On 11 and 14 October 2025, 4 December 2025, 4 January 2026, 13 January 2026, and the 10 February 2026 the Respondent was observed bringing bags and other receptacles full of rubbish into Flat 1 from outside.
20. On 13 August 2025, 30 August 2025, 4 September 2025, 9 September 2025, 17 October 2025, 27 October 2025, 23 November 2025 and 22 December 2025 a resident of Hanover Court observed the Respondent taking rubbish from the external communal bins at the block and bringing it into Flat 1.
21. On 26 September 2025, 11 October 2025, and 26 December 2025 the Respondent was observed leaving rubbish that he had found outside the block on the internal hallway floor of the block. On 18 October 2025 and 7 January 2026, he was observed leaving rubbish outside the front door of the block.
22. I find, having considered the evidence of the resident's observations and complaints, that on the very many occasions between August 2025 and February 2026 described above, the Respondent has brought discarded rubbish that he has found in refuse sacks and in the communal and other bins outside the block, into the block and into Flat 1. I find it more likely than not that he is storing this rubbish in Flat 1, and that this is the cause of the smell emanating from the flat into the common parts of the block. The Respondent's actions in dragging receptacles full of rubbish across the carpet in the hallway of the block has caused the hallway carpet to become dirty and stained.
23. In the summer and autumn of 2024, there was a serious cockroach infestation in the block. The occupier of Flat 4 found that there was a cockroach nest behind his fridge freezer, and cockroaches in his cupboards and bathroom. Flat 4 is immediately above Flat 1. I find that the infestation of Flat 4 was caused by the way that the Respondent was

keeping Flat 1, that is to say, for the storage of rubbish brought in from time to time from the street and from external bins. I make this finding because:

- (i) The inspection reports of Contego Environmental Services Limited dated 8 August 2024, 3 October 2024 and 10 October 2024 strongly support that conclusion.
- (ii) The conclusion is also supported by the proximity of the two flats and their interlinked conduits and ducting.
- (iii) The Contego reports strongly suggest that the source of the infestation was the keeping of rubbish in Flat 1. Following an inspection of Flat 1, the author of the reports records Flat 1 as having “stuff all over the place” and that the tenant must “clear all the rubbish he has collected in the apartment” if the infestation is to be resolved.
- (iv) Live cockroaches were seen running up the walls of Flat 1 when the property was sprayed for cockroaches on a second occasion. This also supports the conclusion that Flat 1 was the source of the outbreak.

Noise

24. The Respondent made repeated loud banging noises, which were clearly audible to the occupiers of flats above and adjacent to Flat 1, either in his flat or in the common parts of the block on the following occasions:

- (i) On 14 September 2025 between at least 9 – 11pm.
- (ii) On 18 October 2025 between 5 – 5:30am.
- (iii) On 27 October 2025 between 4am – 6am.
- (iv) On 29 October 2025 at 6am.
- (v) On 2 November 2025 at 4:10am.
- (vi) On 7 November 2025 at 11pm.
- (vii) On 21 November 2025 at 5:40am.

- (viii) On 23 November 2025 at 4:30am.
- (ix) On 4 December 2025 at 3:20 and 4:20am and at 11pm.
- (x) On 5 December 2025 between 1am – 4am.
- (xi) On 6 December 2025 at 2:30am.
- (xii) On 15 December 2025 between 4am – 5:20am.
- (xiii) On 20 December 2025 at 1am.
- (xiv) On 21 December 2025 at 12:40am lasting well into the early hours of the morning.
- (xv) On 23 December 2025 at 12:30am and 4am.
- (xvi) On 28 December 2025 from 2:30am lasting well into the early hours of the morning.
- (xvii) On 4 January 2026 between 4am and 5am.
- (xviii) On 7 January 2026 between 1:40 am – 3:30am.
- (xix) On 10 January 2026 at 5:45am.
- (xx) On 11 January 2026 between 4:15am and 6am.
- (xxi) On 13 January 2026 between 1:25am and 2am.
- (xxii) On 14 January 2026 between 2am and 5:30am.
- (xxiii) On 18 January 2026 at 5am.
- (xxiv) On the night of 2-3 February 2026 between 9:30pm and 10pm and then again from 5:30am.
- (xxv) On 10 February 2026 between 3:30am and 4:10am.
- (xxvi) On 12 February 2026 at 4:50am
- (xxvii) On 13 February 2026 at 6:10am.

Current situation

25. I find, having considered Ms Harvey's oral evidence and accepting what she says, that the Respondent's behaviour (that is to say, bringing rubbish into Flat 1 and into the block, and making loud banging noises at night) has continued intermittently since February 2026 until around two weeks before the hearing. The intermittent nature of the behaviour is explained by the fact that the Respondent spends weeks or days elsewhere and does not appear to be staying in the flat overnight on those occasions.

Effect on the occupiers of the block

26. The hearing bundle contained a great many emails from the residents of the block, describing the effect that the Respondent's behaviour has had upon them. I accept that these emails accurately describe these effects on the occupiers – they have been sent by a selection of residents rather than just one, and it was not suggested that they have reason to exaggerate or fabricate what they said in this contemporaneous correspondence. I make the following findings of fact having considered these emails:

- (i) In March 2024, one resident had to increase his dosage of sleeping pills in order to sleep through the noise being made by the Respondent at night.
- (ii) In March 2024, one resident was extremely upset that the Respondent's activities at night had woken her granddaughter, who was visiting overnight, leaving the child tired during her visit. She complained, and I find, that her retirement had been ruined by the Respondent's behaviour. Later she said, and I find, that her five-year-old granddaughter was scared of the Respondent, that she herself was scared in her own home and did not want to go downstairs.
- (iii) Multiple residents reported, and I find, that their sleep is frequently disturbed by the noise made by the Respondent at night and in the early hours of the morning.
- (iv) In April 2024, one resident reported feeling (and I find that he did feel) worried that the Respondent was unstable and that the resident was not safe.
- (v) In June 2024, one resident reported (and I find) that he had lived through "18 months of hell from [the Respondent]".

- (vi) In July 2024, one resident reported that the smell in the communal hall was disgusting. In September 2025 it was described by another resident as a “stench”, and by another as an “awful smell”. In November 2025, a resident reported that “nothing could kill that smell”. The communal carpet was described as “disgusting” and “filthy” in January 2026. I find that these are accurate descriptions of the smell emanating from Flat 1 and the state of the ground floor hallway carpet.
- (vii) Clearly, the occupier of Flat 4 was severely affected by the cockroach infestation in his flat, which was distressing and caused serious inconvenience both because of the work required to eradicate the infestation and the extra cleaning required in the meantime.
- (viii) In August 2025, one resident reported, and I find, that she was scared in her own home because of the Respondent’s activities, that she had lived in fear of the Respondent for three years, and that her retirement had been “shit”.
- (ix) In October 2025, one resident reported feeling (and I find that she does feel) intimidated by the Respondent and his behaviour.
- (x) In December 2025, another resident of the block said, and I find, that he was scared to go out of his front door and was forced to call the police in response to the Respondent’s aggressive shouting downstairs in the block. He said, and I accept, that he was living in fear of what the Respondent would do next and that he felt that he was in danger.
- (xi) In January 2026, one resident said, and I find, that he is taking anti-depressants and engaging in counselling because of the negative effect of the Respondent’s behaviour on his mental health. He said, and I find that he feels, that living in the block with the Respondent is like a “living nightmare”. He complained, and I accept, that he could not escape the situation by selling his flat because of the smell from Flat 1 and the need to declare the issues with the Respondent to any buyers.

- (xii) In February 2026, another occupier of the block was forced to call the police in response to the Respondent's aggressive behaviour.
- (xiii) It is clear from the emails in the bundle and I find that the occupiers of the block have found the condition of the communal carpet and the smell in the common parts unpleasant to live with and that it has been frustrating for them in the extreme to find the carpets dirtied after they have been cleaned by the Applicant's contractors.

Breach of covenant

Access

- 27. The 1984 lease provides at recital 3 that "it is intended that upon the completion of this Lease and the leases of the other dwellings upon the property ... the reversionary interest therein and the remainder of the property shall be conveyed unto the Association and that the Property shall be managed by the Association".
- 28. In my judgment, clause 4(v), as it has been incorporated into the Lease, falls to be considered in that context. Given that the parties to the 1984 lease all intended that the Association was shortly to take the reversionary interest in the lease, it is in my judgment highly unlikely that the obligation at clause 4(v) to allow access to the "Association" was intended to be limited to the Association in its limited role as manager of the block, as opposed to the role that it was shortly to take up, as immediate landlord of the lessees. It seems in my judgment even less likely that this was the intention of the parties to the lease extension in 2017, by which time the only parties to the lease were landlord and tenant. The ordinary and natural meaning of the words used in the Lease, taken in their context described above, is in my judgment to be interpreted so that the obligation to allow access in clause 4(v) is an obligation to allow access to the freeholder upon notice to enter and inspect.
- 29. As set out above, I have found that the Applicant did indeed give notice of its wish to access Flat 1 on three occasions. Access was requested at a reasonable time of day and on reasonable days. Reasonable notice was given as the Applicant gave more than a week's notice of the visits. On four occasions, the Respondent failed to permit access to the Applicant's employee, Ms King.
- 30. An obligation to permit access will be breached if the tenant fails to take steps reasonably available to it to facilitate access: ***Dorrington Residential Limited v 56 Clifton Gardens Limited*** [2022] UKUT

266 (LC). In this case, on the evidence before me, no steps were taken by the Respondent to permit access to Flat 1 when access was requested by the Applicant.

31. Accordingly, I find that on 19 March 2025, 28 April 2025, 8 May 2025 and 9 May 2025, breaches of covenant in the Lease, namely the part of clause 4(v) requiring the Respondent to permit the Applicant's employees access to Flat 1, occurred.

Good and tenantable condition

32. Though always a matter for interpretation of the lease and the covenant in question, in the context of the circumstances it was entered into, the expression "good and tenantable" condition is often said to "refer to such condition as, having regard to the age, character and locality of the property, would make it reasonably fit for the occupation of a reasonably minded tenant of the class who would be likely to take it ...": ***Credit Suisse v Beegas Nominees Ltd*** [1994] 1 E.G.L.R. 76. The covenant goes beyond one of repair, strictly so-called. The mere fact that the demised premises could not be said to be in a state of disrepair does not mean that they are in a good condition: ***Pullman Foods v Welsh Ministers*** [2020] EWHC 2521 (TCC) at [150].
33. It was not suggested to me that the covenant requiring the Respondent to keep Flat 1 in "good and tenantable repair and condition" should be interpreted any differently in this case, and I note that the covenant also expressly and additionally requires the tenant to keep the premises in repair. I find that the covenant in this case goes beyond the strict requirement of repair, though the factors against which the differing standards are to be judged are likely to be much the same.
34. In my judgment, taking into account my findings set out above, by bringing in and keeping rubbish from the street and from external bins to Flat 1 so as to cause the flat and another flat in the block to become infested with cockroaches in the summer and autumn of 2024, and so as to cause the flat to smell so badly that the smell can be detected in the communal hallway, the Respondent failed to keep Flat 1 in good and tenantable condition. In such an infested and smelly condition, it was not reasonably fit for occupation by any reasonably minded tenant. Accordingly, I find that a breach of covenant in the Lease, namely the part of clause 4(v) which requires the Respondent to keep Flat 1 in good and tenantable repair and condition, has occurred.

Nuisance or annoyance

35. The word "nuisance" is to be construed as "an inconvenience materially interfering with the ordinary comfort physically of human existence, not merely according to dainty modes and habits of living, but according to

plain and sober and simple notions among the English people.”: **Walter v Selfe** (1851) 4 De G. & Sm. 315.

36. “Annoyance” is a wider term than nuisance: “If you find a thing which reasonably troubles the mind and pleasure, not of a fanciful person or of a skilled person who knows the truth, but of the ordinary sensible English inhabitant of a house—if ... there is anything which disturbs his reasonable peace of mind, that [is] an annoyance, although it may not appear to amount to physical detriment to comfort.”: **Dennis v Davies** [2010] 03 E.G. 104.
37. Taking into account my findings above, I find that the Respondent has carried out acts in Flat 1 and in the communal areas of the block that were and are a nuisance, annoyance and inconvenience to the other lessees of the Applicant, namely the other occupiers of the block, and also to the Applicant itself. He has done so by:
- (i) making loud banging noises at night on the occasions described above, so as to disturb the sleep of the other occupiers and their guests and to cause them distress and inconvenience;
 - (ii) bringing in and keeping rubbish from the street and from external bins into Flat 1 on the occasions described above so as to cause the flat and another flat in the block to become infested with cockroaches in the summer and autumn of 2024, and so as to cause the flat to smell so badly that the smell can be detected in the communal hallway;
 - (iii) bringing in rubbish from the street and from external bins over the communal hallway on the occasions described above so as to cause the hallway carpet to become dirty and stained;
 - (iv) leaving rubbish that he has collected outside the front door of the block on the occasions described above.
38. Clearly, on the facts as I have found them to be about the effect of the Respondent’s behaviour on the other occupiers of the block, the Respondent’s conduct disturbed the peace of mind and troubled the other occupiers of the block and has materially interfered with their comfort. They have been unable to sleep without disturbance, and felt scared, worried and revolted in their own homes. In one case, their own home was infested with cockroaches.
39. I also find that the considerable amount of time and resource that the Applicant has had to direct to dealing with the complaints made by the other residents of the block, to cleaning the hallway carpet, and to

dealing with this action and earlier injunction proceedings in the Edmonton County Court has caused nuisance, annoyance, damage and inconvenience to the Applicant. It is clear from the documents in the hearing bundle that the Applicant's staff have had to deal with a voluminous amount of correspondence from the other occupiers of the block about the Respondent's activities. They were forced to seek an injunction against the Respondent in 2024, but his behaviour has not improved.

40. Accordingly, I find that a breach of covenant in the Lease, namely the obligation not to cause nuisance or annoyance or cause damage or inconvenience to the Applicant and the occupiers of the block contained in clause 4(vii), has occurred.

Name: Judge K Neave

Date: 22 June 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).