



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

Case reference : **LON/00BB/LBC/2025/0694**

Property : **Flats 108 and 174 Barrier Point Road,
London E16 2SD**

Applicant : **Barrier Point RTM Company Limited**

Representative : **Lazarev Cleaver LLP**

Respondent : **LSG Estates Ltd**

Representative : **Mr Liam Goy (Director)**

Type of application : **Determination of an alleged breach of
covenant S168(4)**

Tribunal member : **Judge N O'Brien
Mr M Bailey MRICS**

**Date of
Determination** : **1 July 2026**

DETERMINATION

Decisions of the Tribunal

- (1) The Respondent has breached Paragraph 26.1 of Part One of the Eighth Schedule of both leases as detailed in paragraph 19 of this decision.
- (2) The Respondent has breached Paragraph 1 of Part Two of the Eighth Schedule of the lease of Flat 174 as detailed in paragraph 19 of this decision.

- (3) The Respondent has breached Paragraph 13 of Part One of the Eighth Schedule to both leases as detailed in paragraph 20 of this decision.

The Application

1. The Applicant is a RTM company which has acquired the right to manage the apartment block known as Barrier Point, 48 Barrier Point Road London E16 2SB pursuant to section 96(2) of the Commonhold and Leasehold Reform Act 2002. The apartment block is located in the Royal Docks area of East London. The Respondent is the leasehold owner of Flat 174 and Flat 108 Barrier Point. By an application dated 18 December 2025 the Applicant sought a determination under section 168(4) of the Commonhold and Leasehold Reform Act 2002 that the Respondent has breached both leases. In summary the Applicant asserts that the Respondent has breached both leases by permitting both apartments to be used as houses in multiple occupation (HMO) and by undertaking unauthorised alterations to both premises and by failing to grant access when requested.

The Proceedings

2. Further to the Tribunal's directions issued on 17 February 2026, the Respondent was to file a statement of case and any signed statement of fact by 20 April 2026. He did not do so. The directions required the Applicant to file a bundle for use at the hearing by 14 May 2026. The Applicant did not file any bundle.
3. On 26 May 2026 the Applicant applied on Form Order 1 to vacate the hearing listed on 2 June 2026 on the grounds that the Respondent had remedied the breaches of covenant. As there remained a dispute regarding the costs of the proceedings the Applicant sought an order that the proceedings be stayed to enable the parties to engage in further settlement discussions. The Applicant acknowledged that both parties had failed to comply with the tribunal's directions but submitted that his was done with a view to saving costs.
4. The Application for a stay was refused by the Tribunal and the hearing proceeded as listed, with the tribunal making use of the documents filed with the application.

The Hearing

5. At the hearing the Applicant was represented by Mr Ward instructed by Lazerev Clever LLP. The Respondent was represented by its director Mr Goy. At the start of the hearing the Tribunal considered what steps it should take as regards the failure of both parties to comply with the tribunal directions. Mr Ward submitted that the Respondent should be debarred from participating in the hearing, due to its failure to file a statement of case or any evidence. We considered that we would not debar the Respondent as it had effectively debarred itself by failing to file any evidence in opposition to the application. We permitted Mr Goy to

make submissions in respect of the application but did not permit him to adduce any evidence. We did not take any action regarding the Applicant's failure to serve a bundle.

6. The Tribunal considered the following documents which were included with the Application;

- (i) The Applicant's statement of case;
- (ii) The leases for both flats;
- (iii) Correspondence passing between the Applicant's managing agent and the Respondent;
- (iv) Correspondence passing between the Applicant's legal representatives and the Respondent; and
- (v) A survey inspection report dated 13th November 2025 prepared by a Mr Tom Theakstone on the instruction of the Applicant.

7. Additionally we read a letter sent to the tribunal by the Respondent's representative Mr Goy in which he denied breach on behalf of the Respondent and submitted that the Applicant had failed to prove its case.

The Leases

8. Flat 108 was initially leased by Barrett Homes Ltd to a Ms Sara Ann Tognarelli for a term of 999 years commencing on 1 June 1998. Flat 174 was leased by Barrett Homes Limited to a Mr M Lucey and J Lucey for a term of 999 years commencing on 1 June 1998. The Respondent became the leasehold owner of Flat 174 on 13 August 2025 and of Flat 108 on 16th December 2024. Both leases are in tripartite form and it is common ground that references to the Manager in the leases should now be read as references to the Applicant.

12. Part One of the Eighth Schedule to both leases contains the following covenants

- (i) By Paragraph 13, the lessee must permit the lessor or the manager to enter the Demised Premises on reasonable prior written notice to view its condition;
- (ii) Paragraph 16 prohibits the Lessee from doing or permitting any act or omission in or upon the Maintained Property which may render any increased or extra premium to be payable for the insurance of the Maintained Property or any adjoining premises, or which may make void or voidable any such insurance, and requires compliance with the reasonable requirements of the insurance
- (iii) Paragraph 22 prohibits any interference with the structure of

the Demised Premises, including cutting, maiming, or breaching any part thereof, and further restricts any alterations to the plan, design, or elevation, or the creation of openings in floors, walls, or ceilings for the purpose of renewing or altering pipes, wires, ducts, or conduits, or any modification to the landlord's fixtures, fittings, or appliances, without the prior written consent of the Manager or its agents;

- (iv) Paragraph 26(1) prohibits the Lessee from sub-letting the whole or any part of the Demised Premises, save that an under-letting of the whole of the Demised Premises is permitted where such under-letting is effected by way of an assured shorthold tenancy agreement or any other form of agreement which does not confer tenancy rights beyond the expiration of its term, provided that the prior written consent of the Manager or its agents is obtained, such consent not to be unreasonably withheld or delayed,
- (v) Paragraph 1, Part Two of the Eighth Schedule prohibits the Lessee from using or permitting the use of the Demised Premises for any purpose other than as a private residence occupied by a single household,
- (vi) Paragraph 7, Part Two of the Eighth Schedule requires the Lessee not to allow any act or omission on the Demised Premises that may constitute or cause a nuisance, damage, annoyance or inconvenience to the Lessor, the Manager, other tenants occupiers of the estate or neighbouring properties,

13. The Applicant alleges that the Respondent has committed multiple breaches of both leases. Specifically the Applicant in its Statement of Case asserts that;

- (i) The Respondent sublet both flats to several unrelated persons which do not constitute a single household without obtaining the lessor's permission in breach of Paragraph 26(1) of Part One of the Eight Schedule and Paragraph 1 of Part Two of the Eight Schedule to both leases;
- (ii) The Respondent failed to provide access to both flats on 13 November 2025 having been given written notice by letter dated 7 November 2025;
- (iii) The Respondent carried out unauthorised alterations by repositioning a washing machine in Flat 174 and by carrying out alterations to both flats to facilitate their use as HMOs; and
- (iv) The Respondent permitted its tenants of Flat 174 to cause a nuisance or annoyance by using the washing machine at unsociable hours.
- (v) The unauthorised alterations and unauthorised use risked increasing the insurance premiums in respect of the block.

14. The Applicant relied in particular on the survey condition report dated 21 November 2025 prepared on its instruction by a Mr Tom Theakeston. According to his report Mr Theakston attended Flat 174 on 13 November 2025. He spoke to a tenant who was present at the premises. She said she would permit him to inspect her room but according to Mr Theakston would not permit him to inspect the other rooms because she did not know the people living in them. She informed him that the other tenants were not from the same family and did not know each other. When he attempted to access Flat 108 the door was opened by two tenants who did not permit him to enter as they had not been informed by their landlord of his visit.
15. Mr Theakston did not inspect any part of either flat but was able to see into the hallway of both. He observed that all of the doors were shut firmly which he considered gave both the flats 'the feel of a Home of Multiple Occupation'.
16. It is important to note that the Tribunal's role under the Act is to determine simply whether there has been a breach of covenant on the evidence before it. Whether there are extenuating circumstances which would allow relief from forfeiture or whether the landlord has an alternative remedy is irrelevant at this stage.
17. Mr Goy submitted that the evidence did not support the Applicant's case. He told us that he thought that he had obtained permission to sublet both flats. He accepted that a written request for access was sent to the correct address for the Respondent and accepted that the request may have been emailed to him directly using the email address that he used to communicate with the Applicant's agent; Uratemp Ltd. He told us that he did grant full access to both flats in April 2026.
18. Mr Ward told us that the Applicant's position is that no permission had been sought or obtained to sub-let either flat. He drew our attention to a letter sent by the Applicant's legal representatives requesting access on 13th November 2025 and we were shown an email dated 22 September 2025 sent by the Applicant's managing agent to Mr Goy directly requesting access to Flat 174 and Flat 108 on 30 September 2025.

Determinations of Breach

19. The Tribunal is satisfied that the Respondent breached both leases by subletting both without the consent of the lessor and/or the Applicant in breach of Paragraph 26.1 of Part One of the Eighth Schedule to both leases. Additionally we are satisfied that the Respondent used Flat 174 other than as a private residence occupied by a single household in breach of Paragraph 1 of Part Two of the Eighth Schedule to that lease. We note that Mr Goy said that he had obtained the requisite permission to sublet both flats but he has not adduced any documentary evidence to substantiate this. We consider that the response of the tenant of Flat 174, when asked who lived in the premises, and her reluctance to permit the

surveyor to inspect the other rooms, support the Applicant's contention that Flat 174 was let to persons who did not form a single household. There is no evidence regarding the nature of the relationship between the tenants of Flat 108 and we do not consider that the fact that the flat had the 'feel' of a HMO is sufficient to discharge the burden of proof which of course lies on the Applicant.

20. Additionally we are satisfied that the Respondent failed to grant access to both flats on 13th November 2025 following a written request sent to the Respondent on 7th November 2025.
21. We are not satisfied that the Respondent has carried out any unauthorised alterations to either flat as there is no evidence before the tribunal that any such works were undertaken. We do not consider that the act of repositioning a washing machine would amount to an unauthorised alteration within the meaning of Paragraph 22 of Part One of the Eight Schedule to the lease. We note that the Applicant considers that the Respondent reconfigured the flats to enable them to be used as HMOs however it has not adduced any evidence to show that this has occurred.
22. We are not satisfied that the remainder of the allegations relating to nuisance and insurance have been proven as there is no evidence to substantiate them.

Name : Judge N O'Brien

Date 1 July 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).