



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

Case Reference	:	HAV/00HX/LBC/2025/0636
Property	:	48d Blacksmiths Forge, (also known as 61 Godwin Court) Old Core, Swindon, Wiltshire, SN1 4BB
Applicant	:	Aster Communities
Representative	:	Annie Higgo, of counsel Birketts LLP
Respondent	:	Allison Marie Hall (formerly Craig)
Representative	:	No representation
Type of Application	:	Application for an order that a breach of a lease has occurred – Section 168(4) of the Commonhold and Leasehold Reform Act 2002
Tribunal Members	:	Tribunal Judge P Pattni-Evans Mr R Waterhouse FRICS
Date of Hearing	:	30 July 2026, Havant Justice Centre, by CVP
Date of Decision	:	31 July 2026

DECISION

Decision of the Tribunal

The tribunal determines:

- a. That, on the Respondent's admission, she sub-let part of the Property in breach of Clause 3.14.1 of her Lease Agreement up until the Covid-19 pandemic.**

- b. **That, on the Respondent's admission, she let the whole Property in breach of Clause 3.14.2 of her Lease Agreement from Covid-19 Pandemic to the present day.**

The reasons for the decision are given below.

The Tribunal also makes directions allowing the Respondent an opportunity to apply for a Section 20C order preventing the landlord from recovering the costs of the proceedings through the service charge and Para 5A Schedule 11 order preventing the landlord from recovering litigation costs from a tenant.

Directions follow at the end of this decision.

Introduction

1. This is an application by Aster Communities ("the Applicant") under section 168(4) of the Commonhold and Leasehold Reform Act 2002 (the '2002 Act') for a determination that the Respondent, Ms Alison Hall (formerly Craig), has breached covenants contained in a shared ownership lease relating to 48D Blacksmiths Forge, Old Core, Swindon, Wiltshire SN1 4BB (also known as 61 Godwin Court, Swindon). The lease was granted on 3 August 2005 for a term of 99 years from 1 January 2003 ("the Lease"). The Respondent is the registered proprietor of the leasehold interest.
2. The Applicant alleges that the Respondent had sublet the Property in breach of the terms of the Lease. Specifically, the Applicant relied upon clauses 3.14.1 and 3.14.2 of the Lease, which prohibit the underletting or parting with possession of part only of the premises and prohibit underletting the whole of the premises other than by way of mortgage. The Applicant sought determination of breach accordingly.
3. The application was received by the Tribunal on 8 December 2025. Directions were subsequently issued. Those directions provided, amongst other things, that if a party wished to rely upon oral evidence at the hearing, a written statement should be served in accordance with the directions. The Applicant filed a witness statement from Gail Davies, its Home Ownership Manager, together with a bundle containing documentary evidence including Land Registry documentation and a number of investigation reports. The absence of reference to a particular document or submission should not be taken to indicate that it has not been considered. The Tribunal has focused on the issues requiring determination. In preparing these reasons, the Tribunal has had regard to the Senior President of Tribunals' Practice Direction, Reasons for Decisions, dated 4 June 2024.

The Hearing

4. The matter came before the Tribunal on 30 July 2026 by video hearing. The Applicant was represented by Ms Higgo of counsel and Ms Hall appeared in person. At the commencement of the hearing the Tribunal explored service and participation issues with Ms Hall. Ms Hall accepted that she had received the Applicant's bundle

which was sent to her in a lever arch folder but did not know when or how she should file her own statement. Ms Hall that she had not received the Tribunal's directions and, as such, had not filed any documents.

5. Ms Hall stated that she had not fully appreciated the need to respond formally to the proceedings and had only recently contacted the Applicant's solicitors. Nevertheless, she confirmed that she had read the papers, was content to proceed without legal representation and did not seek an adjournment. It is important to note that Ms Hall indicated from the outset that she intended to admit unintentionally breaching her Lease agreement.
6. The Tribunal accepted Ms Hall's explanation regarding the lack of documentation from her and noted the absence of the Directions in the Applicant's bundle. This was contrary to paragraph 28 of the Directions Order dated 18 May 2026, which required the Directions to be included within the hearing bundle. The Tribunal considered this omission to be regrettable given Ms Hall's lack of legal representation.
7. In any event, Ms Hall was not barred from participation, and the Tribunal proceeded to hear the matter with both parties present.

Lease

8. The relevant terms of the Lease are follows:
 - 3.14.1 not to underlet or part with possession of any part only of the Premises
 - 3.14.2 not to underlet the whole of the premises otherwise than by way of mortgage.
9. The Leasehold 6 application referred also to clause 5.1 of the Lease but no breach was pursued in that regard and Ms Higgo explained that it had only been included for reference purposes.

Law

10. An application under section 168(4) of the 2002 Act is concerned only with whether a breach has occurred, and provides 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 (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—*
 - (b) the tenant has admitted the breach, or*
- [...]

(4) A landlord under a long lease of a dwelling may make an application to a leasehold valuation tribunal for a determination that a breach of a covenant or condition in the lease has occurred.

Discussion

11. The Applicant's application relied principally upon the witness statement of Gail Davies together with a number of investigation reports commissioned during 2025. In her written evidence, Ms Davies explained that concerns first arose following a routine neighbourhood inspection in April 2025. During that visit Ms Hall was not present at the Property and the individual encountered there indicated that they were occupying the flat as a tenant. Subsequent enquiries undertaken by the Applicant suggested that Ms Hall had connections with an address in Roehampton, London, namely 237 Kingston Vale, SW15 3PT.
12. The documentary evidence included reports from Oxford Investigation Service and Remington Hall. In summary, those reports relied upon council tax records, credit reference information, electoral register data and other intelligence sources. The reports identified a number of individuals connected with the Property over a period of years and concluded that Ms Hall was not residing at the Property and was instead living elsewhere. The reports also identified the Kingston Vale property as being associated with Ms Hall and her husband.
13. Whilst the documentary evidence formed the foundation of the Applicant's case, it appeared at times vague and generalised. The Tribunal's findings were assisted considerably by Ms Hall's own evidence at the hearing. Ms Hall gave evidence in a straightforward, candid and measured manner. She made a number of admissions that were adverse to her own interests and did not seek to minimise or dispute the substance of the Applicant's case. The Tribunal found her to be an honest and credible witness. Having heard her evidence and considered it alongside the documentary material, the Tribunal formed the view that Ms Hall was not operating the Property as a commercial venture in the ordinary sense. Rather, she appeared to be a reluctant landlord who had become caught in a difficult financial position. Her evidence was that she had retained the Property because a sale would have left her in negative equity and that the arrangements she entered into were driven by the need to meet mortgage, rent and service charge obligations rather than by any desire to profit from the Property. Whilst those matters do not determine whether a breach of lease has occurred, they provide important context to the Tribunal's assessment of the evidence.
14. Ms Hall explained that she purchased the Property in 2005 through a shared ownership arrangement. Her intention at the time was to secure a route onto the property ladder and she occupied the Property as her home. Some years later she entered into a relationship with her future husband and moved elsewhere. By that stage, however, the Property had fallen into negative equity and she was unable to sell it without incurring a substantial loss. She told the Tribunal that she retained the Property because she felt that she had little practical alternative and wished to avoid repossession.

15. Ms Hall described the financial difficulties she experienced over many years with the Property. She explained that mortgage costs increased significantly and that substantial service charge liabilities were incurred, including major works costs. In those circumstances she began by permitting another person to occupy a room within the Property, using the income generated to contribute towards the mortgage, rent and service charge obligations. Following the Covid-19 pandemic she moved to letting the whole Property because the previous arrangement was no longer sufficient to meet the increasing outgoings. She was frank in accepting that she had not lived at the Property for some time and that the whole Property had been let since the pandemic.
16. Importantly, the Tribunal did not gain the impression that Ms Hall had acted in a calculated or dishonest manner. Her evidence was that she had been attempting, albeit misguidedly, to keep the Property financially viable and avoid losing it altogether which would incur upon herself a significant financial liability given that the Property remained in negative equity for around 20 years. She repeatedly stated that she had not appreciated that her arrangements placed her in breach of the Lease and maintained that, had the issue been brought directly to her attention at an earlier stage, she would have engaged with the Applicant. Whilst a lack of knowledge cannot prevent a finding of breach, the Tribunal considered her explanation to be sincere. Counsel for the Applicant was afforded the opportunity to cross-examine Ms Hall but elected not to ask any questions. The Tribunal notes that no aspect of Ms Hall's account was therefore challenged in cross-examination.
17. The Tribunal also found it notable that, before embarking upon a series of professional investigations and obtaining a number of detailed reports, at what was plainly significant expense, the Applicant did not appear to have contacted Ms Hall directly regarding the alleged breaches of Lease. This was a surprising feature of the case. The evidence before the Tribunal suggested that the Applicant was able to correspond with Ms Hall in relation to service charge demands and major works liabilities. In those circumstances, the Tribunal found it difficult to understand why no attempt was made to engage directly with Ms Hall regarding the alleged breaches before the considerable costs of private investigations were incurred. Whilst that issue does not affect the question of whether a breach occurred, it forms part of the factual background against which the Tribunal assessed the evidence. The Tribunal was particularly struck by the fact that a straightforward enquiry of Ms Hall may well have elicited the admissions ultimately made at the hearing.

Decision

18. Accordingly, the Tribunal determines that Ms Hall's admissions amount to a breach of clause 3.14.1 of the Lease by permitting occupation of part of the Property by third parties and subsequently breached clause 3.14.2 of the Lease by underletting the whole of the Property. The Applicant's application under section 168(4) of the Commonhold and Leasehold Reform Act 2002 therefore succeeds.

Further Directions

19. The Tribunal is mindful that Ms Hall appeared without legal representation and that the Tribunal accepted her evidence that she had not received a copy of the Tribunal's Directions. As a result, Ms Hall may not have been aware that she could ask the Tribunal to make a section 20C order and/or a paragraph 5A order.
20. A section 20C order can prevent the Applicant from passing the costs of these proceedings on through the service charge. A paragraph 5A order can prevent the Applicant from recovering its legal costs from Ms Hall as an administration charge.
21. **In the interests of fairness, the Tribunal will give Ms Hall an opportunity to make either or both applications now. If Ms Hall wishes the Tribunal to consider making a section 20C order and/or a paragraph 5A order, she must notify the Tribunal by writing to the case officer copying in the Applicant within 7 days of the date of this decision. The Applicant shall then have 14 days to provide any written response. The Tribunal will consider those representations before deciding whether either order should be made.**

Appeals

A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk.

The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.