FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/00HQ/LBC/2026/0001
Property	:	Flat 1 Alverton Hall, 33 West Cliff Road, Bournemouth, Dorset, BH4 8AY
Applicant	:	Alverton Hall Freehold Limited
Representative	:	Richard Culkin and Diane Briggs
Respondent	:	Timothy Green
Representative	:	
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	:	Regional Surveyor Clist MRICS Mrs J Herrington
Date of Hearing	:	22 September 2026
Date of Decision	:	2 November 2026

DECISION

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The Tribunal is satisfied that the installation of a kitchen and underfloor heating without written approval from the Applicant constitutes a breach of Paragraph 10 of the Sixth Schedule of the Lease.

The Tribunal is satisfied that the keeping of a dog at the Property without written approval from the Applicant constitutes a breach of Paragraph 16 of the Sixth Schedule of the Lease.

Background

1. The Applicant seeks an Order under S168 (4) of the Commonhold and Leasehold Reform Act 2002 that the Respondent has breached covenants in the lease as outlined at section 4.1 of the application form.

2. The application was received on 2 January 2026.

3. The Property is understood to comprise a self-contained ground floor flat forming part of a purpose-built block of 12 leasehold flats known as Alverton Hall. The building benefits from communal gardens, accessways, hallways, staircases, landings and parking areas held as common parts.

4. The Property is held on a long lease, dated 11 July 2024 between Alverton Hall Limited ("the Landlord") and Timothy James Green ("the Tenant") for a term of 999 years from 25 March 2001. The lease is described as a deed of surrender variation and grant.

5. The application relates to an alleged breaches under paragraphs 10 and 16 of the sixth schedule.

6. Prior to the hearing, both parties made a number of case management applications. Notably, the Applicant requested an inspection of the Property as it had been unable to view the Property and obtain evidence of the alleged alterations. The Tribunal refused the initial application on the grounds that the Respondent may provide photographic or other evidence relating to the same within the hearing bundle. If this were not the case, the Applicant may make a further case management application once the bundle had been received.

7. Upon receipt of the final hearing bundle, the Respondent made a case management application dated 3 September 2026 stating that the Applicant had included new evidence within the bundle, in breach of the Tribunal's Directions. Furthermore, the Respondent disputed the inclusion of photographs of minors within his care. The Applicant made submissions, admitting to the inclusion of new evidence although they had not considered the same to constitute a breach of the Tribunal's Directions. The application

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was approved with the Applicant given further time to resubmit an amended hearing bundle, redacting any imagery of minors and removing new evidence. The Applicant's complied with the same.

8. On 7 September 2026 the Applicant made a further case management application for an inspection on the grounds that the hearing bundle did not include and photographic evidence or alike of the alleged alterations. On the basis that the Respondent had admitted to undertaking the alleged alterations, the Tribunal refused the application in consideration of proportionality and the Tribunal's resources under Rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

9. The Tribunal was provided with a hearing bundle comprising 344 electronic pages. References in this determination to page numbers in the bundle are indicated as [ ]. The Tribunal also received a skeleton bundle from the Respondent of five pages.

10. These reasons address in summary form the key issues raised by the parties. The reasons do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal's view, are critical to this decision. In writing this decision the Chairman has had regard to the Senior President of Tribunals Practice Direction – Reasons for Decisions, dated 4 June 2024.

11. The hearing was audio recorded, and the recording serves as the official record of the proceeding.

The Law

12. The relevant parts of section 168 of the 2002 Act provide 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 –

(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.
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(3) 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.

Hearing

13. The hearing took place on 22 September 2026 at Havant Justice Centre at 10am. The hearing was attended by Mrs Briggs, a Director of the Applicant and Mr Green, the Respondent. Neither party were professionally represented.

14. As a preliminary matter, the parties sought to clarify the Tribunal's case management decisions in relation to the refusal to inspect. The Tribunal clarified that its first decision were not directions for the Applicant to inspect the Property. The Tribunal had simply stated that the parties were free to arrange an inspection outside of the Tribunal proceedings. In relation to an inspection, the Tribunal considered that there would be no discernible benefit to the Tribunal in undertaking the same whereby an inspection is limited to a visual viewing which is non-intrusive or investitive. Notwithstanding, Mr Green confirmed that he had installed a kitchen within the lounge, installed underfloor heating to the Property and had a dog in residence.

15. Owing to Mr Green's admissions, the issues were substantially narrowed. The Tribunal's role was to determine whether the works and the keeping of the dog admitted by Mr Green fell to be breaches under paragraphs 6 and 10 of the Sixth Schedule. The matter was therefore confined to lease interpretation.

16. The Tribunal raised the issue that Mr Green had not provided a separate witness statement [87], rather a combined statement of case come witness statement, entitled "Respondent's statement of case and defence". The first section was titled "Respondent's Statement of Case & Defence". The document contained the respondent's name and a statement of truth.

17. Mr Green confirmed that the document was to intended to be both a witness statement and statement of case and that he wished to give evidence at the hearing, The Tribunal was content to permit the same, in consideration to the nature of the application and Mr Green being unrepresented.

18. Mrs Briggs indicated that the Applicant should be afforded the same leniency. The Tribunal noted that the Applicant had too adopted the same approach, with the document title being "Applicant's statement" [25] which is signed and dated by Mr R Culkin with a statement of truth. Whilst the Tribunal would have permitted Mr Culkin to give oral evidence at the hearing, he was not present to do so. As such, his statement would stand and that would be the case that Mrs Briggs would advance as the Applicant's case. Mrs Briggs objected, stating that there was therefore some disadvantage to the Applicant

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as Mr Culkin had made a case management application to adjourn the hearing as he was unavailable to attend. The Tribunal explained that it was unable to accommodate the availability of representatives, to which Mr Culkin effectively was. As such, Mrs Briggs was able to represent the Applicant in the proceedings.

19. The Tribunal heard evidence from Mrs Briggs, on behalf of the applicant lessor and freehold company, and from Mr Green, the leaseholder of the subject flat.

20. Mrs Briggs submitted that the application concerned two alleged breaches of lease: (i) unauthorised alterations to the flat and (ii) the keeping of a dog. She relied upon the covenant in paragraph 10 of the Sixth Schedule to the lease, which she said required the landlord's consent for alterations. She contended that Mr Green had undertaken significant internal works, including relocating the kitchen from its original position into the living room and installing underfloor heating, without first obtaining consent. She stated that no application for consent had been made and no evidence of approval had been produced. Mrs Briggs said the reconfiguration had effectively converted the property from a two-bedroom flat into a three-bedroom flat and had involved the relocation of plumbing and electrical services. She expressed concerns regarding potential noise, odours and compliance with building regulations, although she accepted that her knowledge of the works was limited to having seen a kitchen installed within the living room and that she had not inspected the underfloor heating or how it had been installed.

21. In relation to the dog, Mrs Briggs submitted that the lease and associated regulations prohibited the keeping of dogs without permission and that Mr Green was therefore in breach. She maintained that the lease covenants and regulations were intended to secure the peaceful enjoyment of the building for all residents and to preserve the character and amenity of the development. She stated that all leaseholders were subject to materially identical lease provisions and that enforcement action had not been taken lightly. She further stated that attempts had been made to resolve matters, including through mediation, but that Mr Green had declined to remedy the alleged breaches or reinstate the flat to its former configuration.

22. Mr Green disputed both alleged breaches. He submitted that the applicant had initially relied upon a lease for another flat and that his own lease and deed of variation governed his obligations. He contended that there was insufficient evidence that the 2011 regulations relied upon by the applicant had been incorporated into his lease and noted that the conveyancing documentation had referred to earlier regulations which permitted pets with consent.

23. Regarding the alterations, Mr Green stated that he had informed the managing agent in August 2024 that refurbishment works would be undertaken. He accepted that he had not sought consent but maintained that he did not believe consent was required. He relied upon advice received from his conveyancing solicitor, whom he understood to have advised that consent would be required only for structural alterations. Mr Green stated that no structural works had been carried out, that no walls or structural elements had

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been altered, and that the existing drainage and service routes had been utilised. He described the underfloor heating as a dry system laid on top of the existing slab. He also submitted that the demised plan attached to the lease showed only the external footprint of the flat and did not define any internal room layout. He therefore contended that relocating the kitchen within the flat did not amount to a prohibited alteration of the demised premises.

24. As to the dog, Mr Green stated that he had always understood that pets could be kept with permission and that he had not purchased the property had he believed dogs were absolutely prohibited. He said that his partner, who owned the dog, initially only visited the property but later moved in during early 2025. He referred to a request for permission made during mediation and through solicitors, although he accepted that no further request was made when his partner permanently occupied the flat. He described the dog as an elderly cockapoo which was not a nuisance and relied upon witness statements from neighbours in support of that contention.

25. In response to questions from the Tribunal and Mrs Briggs, Mr Green accepted that he had not sought consent for the alterations and had not provided the landlord or managing agent with a detailed specification or scope of works. He maintained that the landlord and managing agents were aware that substantial refurbishment works were taking place and had not raised concerns or requested details at the time. He accepted that he had proceeded on the basis that consent was not required.

26. In closing submissions, Mr Green reiterated that he had acted in good faith, relying on professional advice and his understanding of the lease. He submitted that the works had significantly improved the property, had been carried out to a high standard and did not adversely affect other residents. He argued that the lease did not prohibit pets outright and that any refusal of consent had been predetermined. He invited the Tribunal to determine whether his interpretation of the lease was incorrect.

27. Mrs Briggs, in closing, submitted that the applicant was simply seeking to enforce the terms of the lease for the benefit of all leaseholders. She maintained that the alterations and the keeping of the dog required prior consent, that no such consent had been obtained, and invited the Tribunal to determine that both matters constituted breaches of covenant.

Consideration and Decision

28. The first issue considered by the Tribunal was the Respondent's submissions regarding the Applicant's reliance on the lease of Flat 9, rather than that of Flat 1. Mrs Briggs explained that the Applicant did not have a copy of the lease for Flat 1, and as such included a copy of the lease of Flat 9 by way of example. It was said that each flat incorporated identical lease terms and as such, the covenants said to be in breach were identical within the lease of Flat 1. Mr Green contended that his lease was not identical as it was granted later and was subject to a surrender of the former lease which had been misplaced.

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29. Having reviewed the lease of Flat 9 dated 2 September 1970, and the later deed of variation (dated 2 August 20021) alongside the lease of Flat 1, the Tribunal is satisfied that the leases contain the same covenants, at the same locations. The alleged breaches therefore related to the same covenants within Mr Green's lease. As such, the Tribunal was content to accept the application. For the avoidance of doubt, any further references to 'the lease' refer to that of Flat 1, dated 11 July 2024.

30. As Mr Green had admitted that he had altered the location of the kitchen, installed underfloor heating and kept a dog at the premises, the issues had been substantially narrowed. The question for the Tribunal to answer was whether those works / actions fell to be breaches of the covenants contained within paragraphs 10 and 16 of the Sixth Schedule.

31. The Tribunal turned its attention firstly to Paragraph 10:

> Paragraph 10, Sixth Schedule
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> *"The Lessee shall not make any alterations in the Premises without the approval in writing of the Lessor to the plans and specifications thereof and shall make such alterations only in accordance with such plans and specifications when approved. The Lessee shall at the Lessee's own expense obtain all licences planning permissions and other things necessary for the lawful carrying out of such alteration and shall comply with all byelaws regulations and conditions applicable generally or to the specific works undertaken".*

32. In considering the same, the Tribunal referred to the definition of 'Premises' which is found within the Third Schedule of the lease:

> *"All that ground floor flat known as 1 Alverton Hall, 33 Westcliff Road, Bournemouth and Garage, BH4 8AY which for the purposes of identification is shown edged red and coloured blue on the attached plan, to include the ceilings and floors of the said flat and the joists upon which the floors are laid but not the joists or beams to which ceilings are attached unless such joists or beams support the said Flat and together with all cisterns, tanks, sewers, pipes, wires, ducts and conduits used solely by the said Flat but no other, except and reserving from the demise the main structural parts of the building of which the said Flat forms part, including the roof, foundations and external parts thereof but not the glass of the windows of the said flat nor the interior faces of such of the external walls as bound the said Flat and secondly, the garage numbered 1- which is allotted to the said Flat and is for the purposes of further identification shown edged red on the attached plan".*

33. It was the Respondent's submission that the alterations had been non-structural and as such was not a breach of covenant. This view had been formed following advice provided during the conveyance of his purchase of the

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flat. The Applicant stated that the relocation of the kitchen into the lounge constituted a change of use and as such constituted a breach under Paragraph 10. The Respondent's response was that as the Title Plan did not include the layout, he was free to alter the same. The Tribunal does not consider either party's submissions to be relevant to the matter at hand.

34. The question is whether the works constituted an alteration, to which the Tribunal considers the definition in the use of ordinary language to the Premises, as defined under the Third Schedule. That definition is far wider than a change of use or whether alterations are structural or not. The Premises include the floors, in addition to any joists that support the floor. Additionally, the premises include 'pipes, wires, ducts and conduit' to which the Tribunal considers under the ordinary sense of the electrical and plumbing systems.

35. In relation to the relocation of the kitchen, the Respondent stated that he had not altered the outlet of the existing waste pipe, so as not to drill through the external wall but had the pipework had been extended to accommodate the new location of the sink. Whilst the existing waste outlet was utilised, the Tribunal finds that the extension and alteration to pipework facilitating the relocation of the kitchen falls to be an alteration (of pipes), to the Premises under the Third Schedule.

36. Furthermore, the Respondent stated that the relocation of the kitchen necessitated electrical works which were covered under an electrical installation certificate [235]. The Tribunal finds that the electrical works required to relocate the kitchen also falls to be al alteration of the Premises, as defined under the Third Schedule.

37. In addition to the relocation of the kitchen, the Respondent further admitted that underfloor heating had been installed within the Property. It was said that the system a dry-system and as such panels were laid over the existing base of the floor, with no intrusive works having taken place. No further details of the nature of the installation or specification were provided. Notwithstanding, the Tribunal is satisfied, using its expert knowledge and experience, that the installation of dry-system underfloor heating is an alteration to the floor, effectively changing the composition and construction of the existing flooring by introducing additional layers, heating apparatus and associated materials. The same was likely to include an alteration to pipes and/or electrics although the Tribunal declines to make a finding with regards to the same without having had sight of the specification.

38. The Applicant submitted that Mr Green had failed to ask for approval of the alterations. Mr Green had stated that he had always made the Applicant, either directly at various meetings, or via the Property Manager, aware of the works that he was undertaken. The Tribunal does not consider that any awareness of works constitutes an approval of the same. Paragraph 10 is clear in that the alterations should not be made to the Premises without approval in writing from the lessor to the relevant plans and specifications. There was no

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evidence of any plans or specifications of the works being provided to the Applicant, nor had the Applicant provided any approval in writing.

39. The Repsondent adduced evidence of a Gas Safety Certification and Electrical Installation Certificate, stating that all works had been completed to the required Regulations. The Tribunal would comment whilst the lease requires the same, written approval for any alterations is required first.

40. Having found that the relocation of the kitchen and installation of underfloor heating are alterations to the premises to which the Applicant did not provide approval in writing of the same, the Tribunal is satisfied that the Respondent has breached Paragraph 10 of the Sixth Schedule of the Lease.

41. The Applicant submits that the keeping of a dog at the Property by the Respondent is in breach of the Applicant's reasonable regulations under Paragraph 16 of the Sixth Schedule:

> Paragraph 16, Sixth Schedule
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> *The Lessee shall comply with and observe any reasonable regulations which the Landlord may consistently with the provisions of this deed make to cover in the use of the Flats and the Reserved Property. Such regulations may be restrictive of acts done on the Property detrimental to its character or amenities, any costs charges or expenses incurred by the Landlord in preparing or supplying copies of such regulations when doing works for the improvement of the Property providing services or employing gardeners, porters or other employees shall be deemed to have been properly incurred by the Landlord in pursuance of its obligations under the Seventh Schedule (Part B) hereto notwithstanding the absence of any specific covenant by the Landlord to incur the same and the Lessee shall keep the Landlord indemnified from and against his due proportion thereof under clause 18 of this Schedule accordingly.*

42. There was some dispute between the parties as to which regulations had been incorporated. Whilst the Applicant has stated that the Regulations had been updated in 2011, there had been no evidence adduced to show that the Regulations had been fully implemented. It was Mr Green's case that he had been provided with the 2003 Regulations during his purchase of the Property and had evidenced the same. This had been accepted by the Applicant.

43. Furthermore, the Tribunal notes that the Applicant's application states that the Respondent is keeping a dog without permission.

44. The Tribunal considers that in light of the above and upon the evidence provided in relation to these proceedings, it is reasonable to consider whether Mr Green has breached the 2003 Regulations, which, the Tribunal considers to be less cumbersome that the 2011 Regulations which prohibits the keeping of any dogs at any flat. The 2003 Regulations permitted the keeping of dog where previous consent in writing of the Company (the lessor/Applicant).

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45. It was Mr Green's evidence that two requests had been made to keep his Partner's dog at the Property, including a request to get a second dog. The first request was made via the Property Manager. Mrs Briggs stated that the Applicant was not aware of that request. The second request had been made during a mediation meeting to which had been refused by the Applicant.

46. Mr Green admitted that his partner's dog was now living at the Property. There was no dispute between the parties' that there had been no consent given (in writing) for the same. In light of such, the Tribunal is satisfied that the Respondent is in breach of Paragraph 16 of the Sixth Schedule, having breached the Applicant's Regulations.

47. The Tribunal notes that Mr Green's submissions related to the reasonableness of such a decision, with evidence being adduced that the dog was not a nuisance. The Tribunal reminds the parties, as it did at the commencement of the hearing, that its decision is binary as to whether a breach of the covenant has occurred or not. It is beyond the scope of this application, and indeed the Tribunal's jurisdiction to consider whether any decision taken by the Applicant or whether any parties conduct was reasonable or otherwise.

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RIGHTS OF APPEAL

1. 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 to the First-tier Tribunal at the Regional office which has been dealing with the case.

2. 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.

3. 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.

4. 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.

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