

LON/00AY/LBC/2005/0022

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL
FOR THE RESIDENTIAL PROPERTY TRIBUNAL SERVICE,
ON APPLICATIONS UNDER SECTION 168(4) OF THE
LANDLORD AND TENANT ACT 1985, AS AMENDED**

APPLICANT: Wolf & Wolf

RESPONDENT: Ms N Forrester & Mr M Rowe

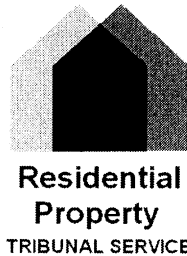
ADDRESS: 14 Wyatt Park Road, (Upper Maisonette), SW2 3TA

APPLICATION DATE: 12 October 2005

PAPER

DETERMINATION DATE: 25 November 2005

TRIBUNAL MEMBERS: Mrs S Silverman LLB
Mr J Avery FRICS



**RESIDENTIAL PROPERTY TRIBUNAL SERVICE
DECISION BY LEASEHOLD VALUATION TRIBUNAL for the
LONDON RENT ASSESSMENT PANEL**

LANDLORD AND TENANT ACT 1985 as amended Section 168(4)

Ref: LON/00AY/LBC/2005/0022

Property: 14 Wyatt Park Road (Upper Maisonette), SW2 3TA

Applicant: Wolf & Wolf

Respondent: Forster & Rowe

DECISION AND REASONS

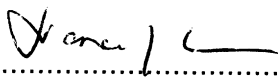
The Tribunal declares that the Respondents are in breach of Clauses 2(1), 2(4) and 2(5) of the lease dated 4 June 1984 under which they held the property known as Upper Maisonette, 14 Wyatt Park Road, London, SW2 3TA

REASONS

1. The Applicants are the registered proprietors of the freehold premises known as 14 Wyatt Park Road, London, SW2 3TA ("the property").
2. On 4 June 1984 the Applicant's predecessor in title granted a lease of the upper maisonette to the Respondents.
3. The Applicants are the current landlords under this lease and are entitled to the reversion of the lease.
4. Under the lease the Respondents covenanted inter alia to pay rent (Clause 2(1)) and to repair (Clause 2(4)) and repaint the property (Clause 2(5)).
5. The Applicants made an application to the Tribunal for a declaration under Section 168(14) Commonhold and Leasehold Reform Act 2002 that the Respondents are in breach of covenant.

6. Directions issued by the Tribunal on 20 October 2005 stated that the case should be determined without an oral hearing. No objection to that statement has been received by the Tribunal which met on 2 December 2005 to consider the papers and to make its determination.
7. The Applicants assert that no rent has been paid by the Respondents since the commencement of the lease. The most recent demand for rent dated 15 November 2005 has not been complied with and £1000 is currently due and owing.
8. The Tribunal is reasonably satisfied that the Respondents have been served with all the relevant documentation in this case at their current address. They did not attend the Directions hearing, and did not make any written representations to the Tribunal for the full merits hearing.
9. The Applicants in exercise of their right under the lease to enter and view the property inspected the property (through the agency of their surveyor) and a "Schedule of Dilapidations" was prepared on 30 June 2005. This document was served on the Respondents who have not complied with it.
10. Although the "Schedule of Dilapidations" is in reality a specification of work required to renovate the premises, it is evident that there have been various breaches of the repairing and repainting covenants in the lease. The Tribunal has not inspected the property and make no comment on the seriousness or otherwise of the breaches.
11. The Applicants have established the prima facie case to demonstrate breach of covenant by the Respondents in relation both to non-payment of rent and want of repair.
12. The Tribunal therefore grants the Applicants' application for a declaration that the Respondents are in breach of covenant.

Chairman


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Date

5 / 01 / 06
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JG