



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

Case Reference : CHI/45UE/LBC/2016/0016

Property : Flat 12 Bowman Court, London Road,
Crawley, West Sussex RH10 8XG

Applicant : Mr David Glass

Representative : Spalter Fisher LLP

Respondent : Mr Ashley Peter Morley Smith

Representative :

Type of Application : Determination of an alleged breach of
covenant

Tribunal Member(s) : Judge D. R. Whitney

Date of Determination : 1st August 2016

DETERMINATION

registered at the Land Registry for the Property and confirm that the registered proprietor is the Respondent. The Respondent's address provided to the Land Registry and registered on the title is the Property address.

11. The Applicant states that they believe that the Respondent is underletting the Property to a Mr Mukesh Chaudhari. The Applicant in support of this contention relies upon a witness statement of a Mr Michael Grace dated 17th June 2016 and found at pages 46 and 47 of the hearing bundle. The witness statement is supported by a statement of truth.
12. No response appears to have been received from the Respondent. The tribunal office has received no contact from the Respondent, Barclays Bank plc or Mr Chaudhari.
13. The tribunal is satisfied that the Respondent and all interested parties have been notified of the application.
14. The tribunal accepts the evidence of Mr Grace. He is an independent investigation agent employed by UK Evidence Limited. His evidence is that enquiries have been made of the flat which show that Mr Chaudhari is in occupation of the Property as a tenant. Mr Chaudhari told the agent who attended that he has rented the flat since April 2015 via a Crawley based firm of letting agents. He confirmed he understood his landlord to be "Ashley Morley". The tribunal is satisfied on the evidence that his landlord is the Respondent named in this application.
15. This tribunal determines that the terms of the lease are clear. The Property should not be underlet. This tribunal accepts the evidence (which is not challenged) put forward by the Applicant that the Property is underlet to Mr Chaudhari. Mr Chaudhari confirmed he was in occupation and paying a rent. Whilst no written agreement has been produced the essential elements proving an underletting are in this tribunal's determination proved.
16. The tribunal is satisfied that this underletting is a breach of the Respondents lease and in particular clause 3(8)(a) of the same.

Judge D. R. Whitney

Note:
Appeals

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application 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.