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RESIDENTIAL PROPERTY TRIBUNAL SERVICE

LEASEHOLD VALUATION TRIBUNAL

Case reference: LON/00AC/LBC/2007/0028

Application under Section 168 Commonhold and Leasehold Reform Act 2002 ('the Act')

Applicant: G&O Investments Limited

Respondents: Ms Maryam Karelas and Ms Valentina Karelas

Premises: Flats B, 965 Finchley Road, LONDON NW11 7PE

Date of hearing: Paper determination made by the Tribunal on the 17th July, 2007

The Tribunal: Professor James Driscoll LLM, LLB, Solicitor, Mr Dallas Banfield FRICS and Mr Alan Ring

DECISION

The decision of the Tribunal is that the Application fails to establish that the Respondents are in breach of their lease of the premises

THE APPLICATION

1. The Application was made on behalf of the Applicant under Section 168 of the Act on the 31 May 2007. Section 168 of the Act reads 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.

(3) But a notice may not be served by virtue of subsection (2)(a) or (c) until after the end of the period of 14 days beginning with the day after that on which the final determination is made.

(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.

(5) But a landlord may not make an application under subsection (4) in respect of a matter which--

(a) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,

(b) has been the subject of determination by a court, or

(c) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

2. The Applicants are the owners of the freehold of the subject premises.

3. The Respondents are the joint leaseholders of Flat B in the premises which is held under a lease for a term of 125 years granted on the 24 June 1993. This Application was made on behalf of the Applicant by Urbanpoint Property Management Limited ('Urbanpoint') of The Mews, 60a Kingston Road, New Malden, Surrey KT3 3LZ.

4. The Tribunal gave Directions on the 4th June 2007. The Directions included the specific Direction that the Application should be determined on the paper track without a hearing unless one was requested by either the Applicant or the Respondent.

5. No such Application for a hearing having been made the Application was considered by the Tribunal on the 17th July 2007.

6. The Tribunal considered the Statement made by Urbanpoint that ~~the~~ according to the Office Copy print out provided by the Land Registry that the Respondents are registered as the joint leaseholders of the premises and that they purchased the lease on the 14 December 2006. Clause 4(21) of the lease provides (amongst other things) that within one month after every assignment assent transfer underlease charge or other devolution of the demised premises the leaseholder should give a written notice of such a devolution with a certified copy to the Lessor's solicitors (emphasis added).

7. According to the Statement of Case given by Urbanpoint no such notice was given to the Applicant freeholder or to Urbanpoint. No representations were made by the Respondents.

8. However, the Statement of Case does not state whether the Respondents have given the notice required by Clause 4(21) of the Lease to the Applicant freeholder's solicitors as required by that Clause. Accordingly the Applicant's have not established that there is a breach of the lease.

9. Accordingly the Application is dismissed.

Signed James Driscoll

Chairman

Dated..... 26 July 2007