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

Case Reference : LON/00BK/LBC/2015/0035

Property : 54 Raynham, Norfolk Crescent,
London W2 2PG

Applicant : Raynham Property Company
Limited

Representative : Dale & Dale Solicitors Limited

Respondent : Kamaluddin Khan (1)
Sarah Kamaluddin Khan (2)
Shaan Kamaluddin Khan (3)

Representative : In person

Type of Application : Determination of an alleged breach
of covenant

Tribunal Members : Judge Dickie
Mr P Casey, MRICS

DECISION

SUMMARY

The Respondents have breached the covenants in Clause 4 and Paragraph 4(b) of the Fifth Schedule of the Lease.

REASONS

1. The applicant freeholder seeks a determination, under subsection 168(4) of the Commonhold and Leasehold Reform Act 2002 ("the Act"), that the respondent leaseholder is in breach of a covenant contained in the lease.
2. The Applicant is the registered freeholder of premises registered under title NGL842247 known as Raynham Norfolk Crescent, 1 to 8 Cambridge Square, 12 to 20 Oxford Square and Raynham Garden, Hyde Park Crescent, London. The subject premises are a self contained

four bedroomed flat within a purpose built block of 77 flats and registered as title NGL8725150.

3. The lease dated 10 November 2006 is for a term of 999 years from 22 October 2004. In Clause 4 the Lessor "covenants with the Lessee as set forth in the Fifth Schedule"
4. The Lessee thereby covenants in Paragraph 4(b) of the Fifth Schedule to:

"Not (but without prejudice to the other provisions in this Lease contained) assign underlet or part with possession or occupation of the whole of the Demised Premises without the written consent of the Lessor first obtained such consent not to be unreasonably withheld"

5. The Applicant asserts in the application that the Respondents have breached this covenant in that they have sublet the premises without having first obtained the Lessor's written consent.
6. The application was sent to the Respondents and the Applicant's solicitors have produced evidence of acknowledgement of service by telephone on 11 May 2015 by Sana Estates, who described themselves as the letting agents for the Respondents.
7. The Applicant has produced a form which it claims was completed in front of the porter stating that the letting agent's details were "Senna Estates" and that the tenancy had commenced to Fahad Al-Eosari on 25 February 2015 for a period of 6 months. This evidence was served on the Respondents with the application.
8. The Applicant's solicitors have also produced in evidence an email from Sana Estates dated 11 May 2015 confirming that they are the Respondents' letting agents and asking what that Applicant's requirements are for the grant of a licence to sublet.
9. On the basis of this evidence, the tribunal being satisfied that the proceedings have been served on the Respondents, and the Respondents having failed to respond to the application, on the balance of probabilities the tribunal finds that the subject premises have been sublet without the prior consent of the Applicant in breach of the covenant in Paragraph 4(b) of the Fifth Schedule to the lease.

Name: F Dickie

Date: 20 May 2015