



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

**Case Reference** : **MAN/30UK/LBC/2014/0029**

**Properties** : **Flat 1 Bairstow House, 36 Bairstow Street,  
Preston PR1 3TN**

**Applicant** : **G & O Securities Ltd**

**Respondent** : **Mr Hassan Isaji**

**Type of Application** : **Commonhold & Leasehold Reform Act 2002  
Section 168(4)**

**Tribunal Members** : **Laurence Bennett (Tribunal Judge)  
Jonathan Holbrook (Tribunal Judge)**

**Date of determination** : **8 January 2015**

**Date of Decision** : **9 January 2015**

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**DECISION**

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10. The Respondent's submissions confirm that the Property is currently sublet as stated by the Applicant and that it was never intended that either he or his Company would occupy the Property themselves. He has provided copies of a Tenancy Agreement relating to the subletting and a letter from his Accountant confirming this is a buy to let investment. He stated the Property was already sublet when he purchased it.
11. The Applicant has provided copy correspondence with the Respondent, a copy of the lease and the Land Register.

### **Tribunal's conclusions with reasons**

Our conclusions are:

12. We note the covenant specified by the Applicant. The meaning is clear. It is within the lease to which the Respondent was an original signatory.
13. The fact of subletting is not challenged, to the contrary it is confirmed in some detail.
14. The Respondent considers that the circumstances surrounding his purchase are relevant but we do not accept they can override the unequivocal covenant within the lease.
15. We conclude that the Property has been sublet by the Respondent and from the evidence the subletting continues and that this is in breach of the covenants within the lease.

### **Order**

16. That a breach of covenant has occurred by the Respondent's failure to observe a stipulation against underletting contained in the lease relating Flat 1 Bairstow House, 36 Bairstow Street, Preston PR1 3TN.