

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL
LEASEHOLD VALUATION TRIBUNAL

Reference: LVT/0052/03/25

In the Matter of Flat 1, 93 Williams Court, Williams Street, Ystrad, CF41 7QY.

In the matter of an Application under Section 168(4) of the Commonhold and Leasehold Reform Act 2002.

Applicant: Woods Estates Limited via its Director Sunil Singh

Respondent: Mansour Investments Limited

Tribunal: Tribunal Judge T Lloyd
David Evans FRICS (Surveyor Member)

DECISION OF THE TRIBUNAL

For the reasons set out below, the Tribunal determines that the Respondent has breached the Lease.

REASONS FOR THE DECISION

Background

1. The Tribunal is concerned with an application dated the 10th of February 2025 under section 168 of the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act"). More specifically the Applicant via its director Sunil Singh alleges that the Respondent is in breach of the terms of a lease dated the 27th of March 2003 as detailed below.
2. The applicant acquired freehold title to the subject property being Flat 1, 93 Williams Court, Williams Street, Ystrad, CF41 7QY ("Flat 1") in March 2025. Perusal of the lease confirms that Flat one is a lower ground floor flat. Other than that, we have no further information in relation to the property itself.
3. Following the issue of directions the Applicant via its Director Sunil Singh filed and served a witness statement dated the 23rd of June 2025 which contains a statement of truth. At no stage in the proceedings has the Respondent engaged in any shape or form despite being served with the application form and Directions Order (to its last known address). The Applicant states in the witness statement that the Applicant

company wrote to the Respondent and sent numerous requests, but there was never any reply. The statement also suggests that the Applicant has learnt from the other tenants that the Respondent (leaseholder) is overseas and no longer cares about the flat which had never been visited. In terms of service of documentation the Applicant also confirms that the statement was sent to the Respondent's last known address via recorded delivery and provides a tracking number for the same.

4. As per the application form Applicant alleges that:

- (i) The Respondent has never lived in flat 1 nor has anyone else during the last six years. As a consequence, Flat 1 has become a fire hazard, in very poor condition and in need of updating to current standards. The Respondent has never paid any service charge or rent or maintained the property in accordance with the terms of the lease.
- (ii) As a consequence, by way of the application form the Applicant alleges that the Respondent has breached both the provisions of the First and Fourth Schedule of the lease. In this regard the Applicant says in the application form that the relevant sections have been highlighted. However, the copy the Tribunal has received contains no highlighting. Conversely, the witness statement filed on behalf of the Applicant suggests that the provisions the First and Second Schedule have been breached.

5. The first schedule to the lease is set out in the following terms:

- (i) Basic Rent
During the lease period the basic rent is as follows:-

First 25 years:	£50 a year
Second 25 years	£75 a year
Third 25 years	£100 a year
Remainder of the term	£150 a year

(being the remaining 25 years of the 99 year term.

6. The Second Schedule deals with rights granted with the property in common with the landlord and all of the persons having the like right.

7. The Fourth schedule to the lease deals with the calculation of service charges.

8. Although not specifically referred to within either the application form or the witness statement by implication the Applicant relies also upon the following clauses in the lease which place an obligation upon the Respondent as they in turn refer to the above Schedules:

- 3.1 A requirement to pay the Basic Rent;
- 3.2 A requirement to pay the service charge;

- 3.6 A requirement to keep in good repair all parts of the property, and all additions to it, which this lease does not make the landlords responsibility.

The Law

9. The relevant sections of the 2002 act provide as follows:

Section 168

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

- (6) For the purposes of subsection (4), “appropriate tribunal” means
- (b) in relation to a dwelling in Wales, a Leasehold Valuation Tribunal.

10. Accordingly, the sole question for the Tribunal is whether there has been a breach of the lease.

Discussion

11. As aforesaid, the Respondent has not engaged in any of the process. The Applicant when filing and serving the application form confirmed it was content for the application to be determined on the papers. The only evidence we have is as detailed above being the application form, copy lease and the witness statement dated 23rd of June 2025 made by Sunil Singh a director of the Applicant company.

12. Given the statement made on behalf of the Applicant contains a signed statement of truth and we have no evidence to the contrary the only conclusion we can come to is that the following breaches of the lease have taken place:

- (i) A failure to pay the basic rent;
- (ii) A failure to pay the service charge.

13. In terms of a failure to repair, we have no detail before us other than in subsequent email correspondence with the Tribunal (which does not include a statement of truth) where the Applicant states that a Prohibition Order has been served on the flat due to the dangerous nature of the same. Whilst this may well be the case we have no copy of the Prohibition Order or detail as to the nature of the alleged failures to repair and whether these are solely within the responsibility of the Respondent tenant.

14. As a consequence, we are unable to come to a conclusion as to there being a breach of the lease due to failure to repair.

Conclusion

15. In conclusion, therefore we find that the Respondent tenant has breached the terms of the lease by virtue of failing to pay the basic rent and a failure to pay the service charge.

DATED this 3rd day of September 2025

Tribunal Judge
T Lloyd