

907



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

Case reference : **LON/00BG/LBC/2018/0074**

Property : **Flat 111, Ability Place, 37
Millharbour, London E14 9HW.**

Applicant : **Avon Estates (UK) Limited**

Representative : **Scott Cohen, Solicitors.**

Respondent : **Wanlin Zhou**

Representative : **In person**

Type of application : **Application under S.168(4)
Commonhold and Leasehold
Reform Act 2002.**

Tribunal member(s) : **Ms. A. Hamilton-Farey
Ms. J. Dalal**

**Date and venue of
hearing** : **On the papers 3 December 2018.**

Date of decision : **3 December 2018.**

DECISION

Decisions of the tribunal

- (1) The tribunal determines that the respondent leaseholder, Wanlin Zhou has breached Covenants in the lease. Specifically, the tribunal determines that the respondent has breached: -
 - a. Clause 9 of Part 2 of the Eighth Schedule which provides that 'no dog cat or other anima or reptile shall be kept in the Demised Premises except with prior written consent of the Manager, which consent may be revoked at the discretion of the Manager, and
 - b. Clause 6 of Part 2 of the Eighth Schedule which provides 'Not to use or permit or suffer the Demised Premises to be used for any illegal immoral or improper purpose and not to permit or suffer on the Demised Premises any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Lessor the Manager or to the lessees of occupiers of the Properties or to the owners or occupiers of any neighbouring property'

The application

1. By an application received on 24 September 2018, the applicant landlord sought a determination that the respondent leaseholder was in breach of various covenants of the lease dated 19 December 2009 between;

Ability 31 Mill Harbour Limited (1)

Hallmark Property Management Limited (2)

Thomas Barnett, Gary Martyn Barnett and Diane Barnett (3) in relation to the subject property.

2. The applicant asserted that the respondent had, in breach of Clause 9 of Part 2 of the Eighth Schedule kept a dog in the premises without consent, and that, in breach of Clause 6 of Part 2 of the Eighth Schedule that a nuisance had been caused to neighbours by the dog barking at various times of the day and night.
3. The tribunal issued directions on 27 September 2018 which required the parties to prepare for the determination. The applicant provided copies of bundles to the tribunal, the respondent did not provide any

documents, except those already sent to the applicant in relation to this matter.

Evidence:

4. In the bundle provided to the tribunal the respondent admitted in various e-mails, notably that of 8 October 2018 that the dog had been present in the property for nearly three months, but that it had recently been removed and would not return. From that correspondence it appears that the dog had been in the property from March – April and July – September 2018 and was removed in October 2018.
5. The respondent also admitted in an e-mail of 3 September 2018 that a licence to keep the dog had not been applied for, and they were unaware of the requirement to have such a licence/permission.
6. It is clear from the evidence before the tribunal that the respondent has admitted to keeping a dog and although they do not admit to a breach of the lease, the tribunal is satisfied that a breach has occurred.
7. The tribunal therefore determines that the respondent has breached Clauses 6 and 9 of Part 2 of the Eighth Schedule.

Name: Ms. A. Hamilton-Farey **Date:** 3 December 2018.

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).