

IN THE COUNTY COURT AT WATFORD

Claim No. K00WD700

BETWEEN

**FLEXSPACE NO.2 LLP**

**Claimant**

**and**

**(1) BOSECOM LIMITED**

**(2) RAVI KUMAR BOSE**

**Defendants**

---

**NOTE FOR POSSESSION HEARING 2 OCTOBER AT NOON COUNTER ARGUMENTS**

---

**Introduction**

1. The Claimant believes CPT r.55.8(2) to be false, however it is disputed by the Defendant because the original intention of the Claimant is to Demolish and renovate the building by September 2023 before the Defendants Lease expires.
2. The Claimant has failed to communicate with the Defendant leaving the Defendant with no choice but to withhold the Rent for less than 1 month in hopes for a communication and resolution for over 6 months.
3. The Defendant asserts that the Claimant accepted 2 months Rent for April and May after the alleged forfeiture and thus accepted the tenancy of the Defendant. With no communication refusing these payments there is no justification that the forfeiture could hold true.
4. The Claimant appears to be attempting to mislead the court and divert the courts focus, focusing on a particular point that loses relevance once the Claimant accepts two months of rent without communication. Furthermore, the Claimant tries to undermine the Defendant by suggesting that the Defendant's arguments are baseless.

**The Defence Sent on Friday**

5. The Claimant has not provided any communication regarding the disrepair and failed to repair the property over a 6 month period. Yet, the Defendant has provided the court with pictures and video to all parties.
6. There are no allegations made, the Defendant has submitted the proof in the form of email correspondence and photographic evidence. The Claimant does not refute the fact they did not communicate with the Defendant.
7. The documents sent on Wednesday 27 June 2023 was clearly an attempt to avert the idea of any disrepair.

### Why these points must succeed

8. The Defendant was given no response before, when reporting the disrepair to the Landlord or after when the two payments were made and accepted. The Claimants true intention is to demolish the Premises and this was their best option in removing the Defendant before September without having to pay to migrate the Defendants business.
9. The Defendant found themselves with no option but to retain the Rent, in anticipation of a response from the Landlord. This arose from a lack of adequate funds to secure proper legal representation, attributable to the ongoing damage to the business from the beginning of the Lease and more in particular this substantial leak.
10. Why now are the Claimants not properly describing the events before and after April 26 2023?
11. Why did the Claimant not communicate with the Defendant after the payment had been made to reject it?
12. Why is there such a large gap between the actions of April 26 2023 and June 10 2023?  
Considering the Rent was paid and assumed tenancy.
13. Why does the Claimant not have any truthful testimony of the events of the 26 April 2023 from the Staff on site?