
PARTICULARS OF CLAIM

Introduction

1. The Claimant is entitled to the reversion of all that land known as, Park House, 15-23 Greenhill Crescent, Watford, WD18 8PH ("the Estate"). It's registered leasehold interest is registered at HM Land Registry under title number HD608885.
2. Pursuant to a lease dated 18 October 2019 made between the Claimant and the First Defendant, all that property known as Unit 6 on the Estate ("the Property"), was demised for a term of 5 years commencing on 1 October 2019 at an annual rent of £17,400 plus VAT with express increases each year as set out in the Lease Summary Sheet on the first page of the lease, as well as service charge and other amounts ("the Lease").
3. The First Defendant has failed to undertake its obligations as set out in the Lease, as particularised below, in that it has failed to make payments of rent as they fell due.
4. The Second Defendant is and was at all material times, the Director of the First Defendant company.

The Defendant's Obligations Under the Lease

5. Pursuant to the Lease, the Defendant agreed with the Claimant:
 - a) By Clause 4.1, to pay the Rent specified in the Lease Summary Sheet, as provided for in the Lease Summary Sheet. The provisions were that the rent would be paid monthly, on the first day of each calendar month;
 - b) By Clause 4.2 to pay by way of additional rent the service charge and the additional payments specified in the Lease Summary Sheet. That specified that a fixed service charge of £14,136 plus VAT was payable per annum as Service Charge, and payable monthly in advance;
 - c) By Clause 4.3 to pay by way of additional rent in advance the Insurance Charges specified in the Lease Summary Sheet. That specified that a fixed sum of £846 plus VAT was payable per annum as Insurance Charge, and payable monthly on demand in advance.

The Forfeiture

6. Pursuant to clause 9.1 of the Lease, if any sums due as rent is outstanding for ten days after becoming due, the landlord is entitled to re-enter the premises and the term will absolutely cease.
7. In breach of the aforesaid covenants, the First Defendant has failed to make payments due on 1st April 2023. By an invoice dated 1 April 2023, the Claimant sent the First Defendant a demand for £3403.20, which was made up of rent, service charge, and insurance rent.
8. On 26th April 2023, the sums due still not having been paid, in the early hours of the morning (at 6am) the Claimant peaceably re-entered the Property and forfeited the Lease. The locks were changed, and the door was plated with sheet metal ("the Forfeiture").
9. The Forfeiture had the effect of bringing the Lease to an end, and ending the First Defendant's right to occupy the Property.
10. Initially in correspondence, the First Defendant sought to argue that it had paid the rent before the forfeiture occurred. That is denied by the Claimant. It now appear from further

correspondence that the First Defendant accepts it did not pay the sums due before the Forfeiture, but in fact sought to pay a sum to the Claimant after the Forfeiture took place, and edited a screenshot emailed to the Claimant to make it appear that the money was paid before the Forfeiture took place.

11. In any event, no monies had been received by the Claimant ten days after becoming due, and as such the right to forfeit had arisen and was exercised lawfully. Insofar as it is implied by the First Defendant's correspondence on the matter, it is denied that the right to forfeit was waived by the acceptance of any sums before the forfeiture was carried out.

The Trespass

12. At an unknown time on 26 April 2023 the First Defendant, acting through the Second Defendant, broke into the Property, notwithstanding it had no right to occupy the Property.
13. On 11 June 2023, on the basis that the Property was empty, the Claimant exercised the remedy of self help and re-took possession of the Property.
14. On 12 June 2023, notwithstanding the Claimant had arranged for security to patrol the site, the First and or the Second Defendant again broke into the Property.
15. The Second Defendant sent an email to solicitors acting for the Claimant on 15 June 2023. In that email he noted

"I feel compelled to inform your client that Unit 6 at Park House will be staffed 24/7, and we have no intention of vacating the premises unless you provide an adequate and fair settlement for our immediate departure by August 2023."

16. As such, the Claimant is concerned that should it exercise the remedy of self help again, the First and/or Second Defendant will simply break back in again, and thus a possession order is sought on the basis that the Lease has come to an end, and the occupier (be that the First Defendant or the Second Defendant) is a trespasser.

The Relief Sought

17. The Claimant seeks possession as against the First Defendant, or alternatively the Second Defendant, or alternatively both, depending on who is actually in occupation and in what capacity. Neither Defendant has a right to occupy, and both are trespassers.

18. While the Claimant avers it has a right to mesne profits as damage for occupation, the primary basis for bringing this claim is simply to get possession.

19. The Claimant further claims interest on such amounts as are found to be due to the Claimants pursuant to section 69 of the County Courts Act 1984.

AND the Claimant claim

- (1) Possession of the Property
- (2) Mesne Profits for use and occupation
- (3) Interest
- (4) Costs

AARON WALDER

Dated this 29 day of June 2023

By: Freeths LLP, 4th Floor, 101 Victoria Street, Bristol, BS1 6PU

Ref: EFC12108826.158

STATEMENT OF TRUTH

The claimant believes that the facts stated in this Particulars of Claim are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth. I am duly authorised by the Claimant to sign this statement

Signed: Ella Carroll

Dated: 29 June 2023

