

RBO – Timeline of events

October 2022

1. **22 October 2022:** The Claimant fails to fix a roof leak, breaching Clause 5.1 of the Lease. The leak affects the Premises, which the Claimant is obligated to maintain.
2. **October 2022 – April 2023:** The Defendant repeatedly contacts the Claimant about the unresolved roof leak. No action is taken, rendering the Premises unusable and causing the Defendant to lose income.

March 2023

3. A second leak occurs, worsening the situation. The Claimant again fails to address the issue, violating Clause 5.3 of the Lease. The Defendant decides to withhold rent due to the ongoing breaches.

April 2023

4. **4 April 2023:** The First Defendant seeks legal advice regarding the Claimant's breaches.
5. **8 April 2023:** Following legal advice, the rent is not paid, but the initial issues remain unresolved.
6. **17 April 2023:** The First Defendant receives an invoice for May 2023 rent from the Claimant, despite ongoing breaches, causing uncertainty about the Lease's status.
7. **26 April 2023:**
 - The Second Defendant arrives at the Premises to find a steel sheet blocking the entrance. No eviction notices or forfeiture signs are present; the Second Defendant assumes it's a prank.
 - Later, the Centre Manager claims the Lease has been forfeited due to non-payment of rent. The Defendant clarifies that rent was paid on **25 April 2023**, albeit delayed.
8. **26 April 2023:** The Defendant receives an email from the Claimant's solicitor stating that the Lease has been forfeited and accusing the Defendant of breaking into the Premises.

May 2023

9. **5 May 2023:** Believing the tenancy is still valid, the First Defendant pays the rent for May. No communication from the Claimant suggests otherwise.

June 2023

10. **1 June 2023:** The First Defendant notices that the rent for June has not been deducted. Upon seeking legal advice, they are instructed to make the payment by **10 June 2023**.
11. **10 June 2023:** The Claimant prematurely locks the doors to the Premises, disregarding the 10-day grace period specified in Clause 9.1 of the Lease. This action is considered an invalid forfeiture.
12. **11 June 2023:**
 - Customers attempting to access the Premises are met by security personnel.
 - The Second Defendant and the police arrive; the police confirm no legal notices have been posted and that the Second Defendant has the right to enter.
13. **13 June 2023:** The First Defendant pays the rent for June, seeking clarity on the Lease's status. No formal communication is received from the Claimant.
14. **15 June 2023:** The Second Defendant sends a letter to the Claimant's solicitor, highlighting the breaches and proposing an amicable resolution. No response is received.
15. **19 June 2023:** A follow-up call is made to the Claimant's solicitor, who states they are awaiting instructions. Shortly after, the Defendant receives a refund for June's rent (£3403.02).
16. **20 June 2023:** The Second Defendant sends another email requesting clarity on the Lease and expresses that the forfeiture was invalid since it was before the 10-day period. No immediate response follows.
17. **27 June 2023:**
 - The Claimant refunds rent payments for April and May 2023 (£6896.40), suggesting they are asserting that the Lease was forfeited on **26 April 2023**.
 - An email was sent to the Claimant highlighting that by initially refunding only the June payment, they implicitly acknowledged the tenancy for April and May 2023. However, upon being informed of their breach of contract, the Claimant refunded the additional two months, seemingly to strengthen their position.

July 2023

18. **4 July 2023:** The Claimant's solicitor responds, indicating that locks on the fire escapes have been removed—a delayed response to earlier health and safety concerns.
19. **By 6 July 2023:** Lacking suitable alternative space, the First Defendant begins moving equipment to storage, further disrupting business operations.

August 2023

20. **31 August 2023:** The Defendant contacts the Caretaker for a statement regarding the Claimant's breaches. The request is declined due to the Caretaker's fear of jeopardizing their severance package.

October 2023

21. **3 October 2023:** Possession is not granted to the Claimant. The judge informs Aaron Walder, the Claimant's counsel, that the Defendant has valid points warranting a trial and acknowledges a valid counterclaim. The judge advises that the Defendant need not attend court again until the trial.

December 2023

22. The Claimant files for a summary judgment, attempting to bypass the trial process initially set by the judge.

February 2024

23. **26 February 2024:** At a hearing, no decisions are made due to the pending summary judgment scheduled for **8 May 2024**. The Defence has not been fully processed.

May 2024

24. **8 May 2024:** During the summary judgment hearing:
 - The Defendant's solicitor files the Defence on the day before requested and fails to appear in court.
 - The Defendant represents himself as a litigant in person.
 - An unfavourable judgment is issued against the Defendant.

25. **May – July 2024:** The Defendant's solicitor provides minimal assistance, sending only two emails regarding costs and the counterclaim. No significant support is offered.

August 2024

26. **12 August 2024:** Rob Bose, the Defendant, receives an email from the company's virtual office provider about a petition to wind up Bosecom Ltd. The referenced case number is incorrect and unrelated to Bosecom Ltd.

September 2024

27. **7 September 2024:** After inquiries, the Defendant's solicitor confirms that the petition was incorrectly served, as admitted by Martin Cork. The Petitioner does not attempt to serve the correct petition again.
28. **20 September 2024:** Bosecom Ltd's bank account is frozen, halting all transactions. This severely disrupts company operations and worsens legal and financial challenges.

October 2024

29. **3 October 2024:** The Defendant attends the winding-up petition hearing. Defendant expressed having a counterclaim prepared by Barrister
30. **10 October 2024:** The Defendant's father is hospitalized due to accidental chemical aspiration. Adjournment until November 5th2024.
31. **5 November 2024:** The Defendant returns to court. The judge states that nothing can be done regarding the petition unless the claim is linked to the forfeiture and lease. The judge advises filing an application with evidence to get the winding-up petition stayed and sets a deadline of **3 December 2024**.
32. **6 November 2024:** The Defendant reports his previous solicitor to the Solicitors Regulation Authority (SRA). Acknowledgment is received on **7 November 2024**.
33. **22 November 2024:** The Defendant's father passes away.
34. **26 November 2024:** Defendant submits documents to Watford County Court.

More evidence Link:

<https://bosecom.org.uk/k00wd700/>

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