

IN THE COUNTY COURT AT WATFORD

Claim No.

BUSINESS AND PROPERTY WORK

BETWEEN:

BOSECOM LIMITED
Company Registration No. 09467259

Claimant

-and-

FLEXSPACE No. 2 LLP
Company Registration No. OC402087

Defendant

PARTICULARS OF CLAIM

1. By a lease dated 18 October 2019 the Defendant let the business premises known as Unit 6, Park House, 15 – 23 Greenhill Crescent, Watford, WD18 8PH (“the Premises”) to the Claimant for a term of 5 years commencing on 1 October 2019 and expiring on 30 September 2024 at an initial rent of £17,400 plus VAT per annum and rising to £19,608.00 plus VAT per annum for the last year of the term (“the Lease”). A copy of the Lease is attached.
2. The Lease was excluded from the security of tenure provisions of the Landlord and Tenant Act 1954 (as amended).
3. By clause 1 of the Lease ‘The Permitted Use’ of the Premises was as a:

“Workshop – Retail sale of computers, peripheral units and software in specialised stores Repair of computers and peripheral equipment.”

4. By clause 2.3.2 of the Lease 'the Common Parts' were defined as:

"...the entrances, estate roadways and pathways of the Estate and all other areas ways and amenities in the Estate provided or designated from time to time by the Landlord for common use by the tenants of the Estate."

5. By clause 2.3.3 of the Lease 'the Premises' were defined as:

"shall include all internal and external doors shutters and windows (including frames glass locks and handles), floors (but not the structural elements supporting the floors) and floor coverings, ceilings (including suspended ceilings) within the boundary of the Premises, the inner surface of any external walls and roofs, the inner half of all internal party walls delineating the boundary of the Premises but excluding such structural parts or load-bearing walls which form part of the common structure of the Estate). lighting and sanitary ware together with all appliances alarms media services wires pipes conduits plant and machinery within or exclusively serving the Premises."

6. Pursuant to clause 5 of the Lease the Defendant as Landlord covenanted to use their reasonable endeavours to:

- "5.1 (Where necessary) maintain and keep in repair and decorate (where necessary) renew, replace where appropriate the Common Parts of the Estate including the structure of the building of which the Premises forms part and Service Media (but excluding any areas or items which fall within the liabilities of a tenant) and anything used by or for the Estate in common with other premises in a reasonable standard of repair*
- 5.2. Manage the Estate whether by engaging managing agents or by the Landlord's own staff or the staff of an associated company employing or engaging staff*

(whether by the Landlord or by agents or others) or independent contractors in connection with the management and security of the Estate and the provision of the Landlord's Services

5.3. *Provide install operate maintain inspect test repair and replace all plant machinery electrical systems security systems fire detection fire fighting and emergency lighting equipment solely serving the Common Parts*

5.4. *Clean and light the Common Parts maintain and cultivate any landscaped areas and provide and maintain estate signage*

5.5. *(Subject to the Tenant providing access to the Landlord to do so) comply with such statutory or regulatory requirements affecting the parts of the Estate which are not demised to any tenant*

5.7. *Provide such other service or services which the Landlord may in its reasonable discretion provide in the interest of good estate management”*

7. Further, the Lease contained a covenant by the Defendant at clause 7.1 that the Claimant might quietly enjoy the Premises during the term without interference from the Defendant,

8. By clause 8.2 of the Lease the Claimant covenanted:

“To put and keep at all times the whole of the Premises (including all glass and lighting) suitably cleaned and in good substantial condition and repair and to maintain and regularly service by suitably qualified personnel the Service Media within or serving the Premises and to repair and replace as necessary and deliver up serviced and in good substantial condition and repair all the Landlord's fixtures and fittings including plant and equipment and any telephone and IT equipment and to decorate the

interior and exterior of the Premises including all doors windows or previously decorated surfaces of the Premises with one undercoat and two top coats of gloss every 3 years and in the last year of the Term in a colour previously designated by the Landlord and in the last year of the term to replace all floor coverings to the satisfaction of the Landlord or the Surveyor”

9. At the time of the demise, as the Defendant well knew, the Premises were old and in bad repair and in particular the roof of the Premises, which was the Defendant’s liability to repair in accordance with clause 5.1 of the Lease, was in bad condition and out of repair.
10. By reason of the state of the roof the Claimant was unable to use the Premises for the Permitted Use or at all due to significant water ingress. By reason of the condition of the Premises, the Claimant on June 15th 2023 was compelled to remove their business from the Premises.
11. By reason of the above, the Defendant has derogated from the grant to the Claimant and is in breach of the covenant for quiet enjoyment referred to above and the Claimant has suffered loss and damage.

PARTICULARS OF SPECIAL DAMAGE

Loss of the value of the term demised to the Claimant	£43,973.66
Costs of removal of business and adapting new premises	£12,244.92

Loss of profit due to business interruption	£192,000
Approximately £6,000 Profit per month for 32 Months	
Total:	£248,218.60

12. Further and/or alternatively the Claimant observed various defects and matters which fell within the scope of the covenant of repair and notified the Defendant in letters sent by email and/or orally, and upon the Defendant failing to do anything to remedy the defects and the Claimant several times reminded the Defendant of their continuation as follows:.

PARTICULARS OF DEFECTS AND NOTIFICATION

- (a) 22 October 2022 a significant roof leak which flooded the Premises was reported to Lucas Bayle of the Defendant and no response was received or works carried out;
- (b) November- December 2022 the Director of the Claimant, Mr Ravi Kumar Bose, had numerous conversations with the Defendant's Estate Manager Lucas Bayle as the roof leak had still not been rectified;
- (c) January 2023 the Claimant's Director received no communications or updates regarding the situation and spoke again to Lucas Bayle on numerous occasions;
- (d) February 2023 the roof leaked again, as verified by the Defendant's Estate Manager Lucas Bayle but no repair works were undertaken to remedy the defect;
- (e) March 2023 the roof leaked again and was again reported to Lucas Bayle the Defendant's Estate Manager;
- (f) On or about 26 April 2023 the Defendant forfeited the Lease for non-payment of rent as determined in proceedings for possession under claim number

K00WD700 under which the Defendant was awarded possession together with mesne profits for use and occupation from 26 April 2023 to 8 May 2024 (the Possession Order of Deputy District Judge Gaunt dated 8 May 2024 is attached to these Particulars of Claim);

- (g) For the avoidance of doubt the Claimant had voluntarily vacated the Premises on 5 July 2023 due to the disrepair.

- 13. Despite the action taken by the Claimant, the Defendant took no steps to remedy any of the defects in the premises and is in breach of the covenant which imposed on them a duty to repair the Premises.
- 14. In consequence of the defects mentioned above, the value to the Claimant of the Premises has been reduced and the Claimant has suffered in their enjoyment of the premises.

PARTICULARS OF SPECIAL DAMAGE

- (a)
 - (i) Roof damage in the common area of the (Fire Escape) which is an obligation of the landlord to repair under Section 5.2 of the Lease.
 - (ii) Electrical safety of multiple sockets and terminals that failed and were never fixed.
- (b) The leaks in the roof damaged caused such sever flooding that 77% of the Premises' warehouse was unusable leaving a working space of around 496.11sqft out of 2157sqft and the Premises have been completely out of use since 13th March 2023 until vacated by the Claimant on 5 July 2023;

(c) The leaks caused damage to the Claimant's equipment as set out in the attached Schedule of Damage estimated at £211,379.70;

(d) The leaks interrupted the Claimant's business thereby resulting in the loss of contracts with its clients listed in the Schedule of Damages, with the loss of business via a contract value of £29,999.16 equivalent to £2,499.93 per month for a one-year hardware support contract related to the 27 iMacs that were damaged by the significant leak.

15. Further, pursuant to Section 69 of the County Courts Act 1984, the Claimant is entitled to and claims interest upon the damages, namely £489,597.43 and continuing at a daily rate of £27.43 until judgment or sooner payment.

PARTICULARS OF INTEREST

Interest on £ 489,597.43 at 2 per cent per annum is £ 26.83 per day.

13 March 2023 to 5 July 2023 is 114 days.

Total £3,085.30

AND the Claimant claims:

- (1) damages;
- (2) interest pursuant to Section 69 of the County Courts Act 1984;
- (3) Further or other relief;
- (4) Costs.

Dated 31 October 2024

SIMON SINNATT

Statement of Truth

The Claimant believes that the facts stated in these 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.

RAVI KUMAR BOSE

Director of the Claimant

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