
FIRST WITNESS STATEMENT OF THOMAS RICHARD TYLER

I, THOMAS RICHARD TYLER, of Flexspace No 2 LLP ("Flexspace") of Registered Office Unit 112, Culley Court, Orton Southgate, Peterborough, PE2 6WA WILL SAY as follows:

1. I am a LLP member at Flexspace.
2. I make this Witness Statement on behalf of, and in support of, the Claimant in respect of the urgent possession action required to remove the Defendants, who are trespassing at the Claimant's property known as Unit 6, Park House, 15-23 Greenhill Crescent, Watford, WD18 8PH ("Property"). The Property is registered at HM Land Registry under Title Number HD608885 (Exhibit 1).
3. I believe that the facts stated in this witness statement are true. Where matters are not within my own knowledge, they are true to the best of my knowledge, information, and belief. Where I refer to information supplied by others, the source of that information is identified.

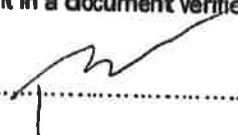
The Property

4. The Claimant is the legal owner of the long leasehold interest in the Property. The First Defendant previously had a lease of the Property dated 18 October 2019 ("Lease") (Exhibit 2).
5. Under the terms of the Lease (Clause 4.1, 4.2 and 4.3) the First Defendant covenanted to pay the rent, service charge (as additional rent) and insurance (as additional rent) on a monthly basis. On the 1 April 2023 an invoice was sent to the First Defendant in the sum of £3,403.20, this represented rent, service charge and insurance.
6. By the 26 April 2023 the First Defendant had failed to pay the sums due. Under the terms of the Lease (Clause 9.1) the Claimant is permitted to forfeit the Lease by re-entry if any sums due as rent are outstanding for ten days. Accordingly, I instructed a company called Lock Father to change the locks and we forfeited the Lease by peacefully re-entering the Property on 26 April 2023.
7. This was done by changing the locks and adding sheet metal to the entrance. The forfeiture was effectively carried out and I am advised that this caused the Lease to come to an end.
8. After the forfeiture on 26 April 2023, the First Defendant paid the arrears and initially tried to argue they had been paid on 25 April 2023 by changing the date on the payment confirmation. I understand the First Defendant has since admitted the funds were paid after the forfeiture had taken place. Our accounts make it clear the funds were received after the forfeiture took place. The Defendants actions in trying to deceive us in this way are naturally very concerning.
9. Remarkably, after the forfeiture had taken place on 26 April 2023, the Defendants broke into the Property and re-took possession despite the Lease having ceased to exist and without it therefore having any right of occupation.
10. Accordingly, on 11 June 2023 I instructed a company called VPS to assist with re-taking possession of the Property from the now trespassing Defendants. This was duly done.
11. However, despite having security on site, the Defendants decided to break into the Property again. The Second Defendant has written to our solicitors on 15 June 2023 confirming that he will not vacate the Property and will have someone at the Property 24/7 going forwards.
12. I am advised that we therefore need a Court Order to remove the trespassing Defendants.

13. I respectfully ask the Court to therefore grant an order for possession so that we can take the necessary steps to recover the Property and an order for the costs incurred in this action which has been forced upon us by the actions of the Defendants.

Statement of truth

I believe that the facts stated in this witness statement 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.

Signed


Date 4 July 2023