



Six

In 2006, a lease of 58 Trentham Street was granted to Ms Obi-Ezekpazu. Her address, recorded on the lease, was 3 Newquay House.

In 2010, she moved to Hemans Street and informed the managing agent.

The freehold was sold in 2013, and a new managing agent appointed. The old managing agent did not pass on Ms Obi-Ezepazu's Hemans Street address. The new managing agent sent ground rent demands to Ms Obi-Ezekpazu's old address at Newquay House.

Ms Obi-Ezekpazu did not pay, and a £420 charge was raised.

In *Obi-Ezekpazu v Avon Ground Rents Ltd & anor* [2022] UKUT 121 (LC), the Upper Tribunal held that the £420 charge was not payable.

Under section 166(6) of the Commonhold and Leasehold Reform Act 2002, the default address for a ground rent demand is the address of the dwelling, but section 166 gives the tenant the right to make a positive choice to receive notices at a different address.

Parliament probably intended that right to provide some additional protection or convenience for tenants. If exercised, it displaces any other assumed address, including any deemed address under section 196, Law of Property Act 1925.

A notification can only displace the default requirement if it is notification of an address at which the tenant wishes to be given notices under section 166.

The landlord was unable to prove that the ground rent demands had in fact been given to Ms Obi-Ezekpazu.

Therefore neither ground rent nor charges for non-payment were payable by her until demands began to be sent to her nominated address.



Law & Lease