

HOMEFILE

WRECK OF THE WEEK



**What?** A Grade II listed sea fort with two helipads and planning permission for a 40-berth floating harbour. It was built in 1880 and has been empty for two years. In all, 55,994 sq ft.  
**Where?** In The Solent, between Portsmouth and the Isle of Wight  
**How much?** Serious offers invited.

**How wrecked?** Structurally sound but in need of total refurbishment.  
**What will I have to spend?** The sky is the limit, really. It needs a big spender with guts, vision, flair and ambition. Sir Richard Branson?  
**Contact:** Knight Frank 020-7861 1114  
**KASIA MACIEJOWSKA**

BRIEF ENCOUNTER  
MY TENANT WON'T MOVE IN

**Q:** My husband and I own a property that we let through an agent. We recently signed a shorthold tenancy agreement but the tenant found the property flooded on the morning he was due to move in. We were unable to offer him alternative accommodation, and so he had to put his belongings into storage. When the property was ready for occupation, less than a fortnight later, he declined to move in and we found another tenant. He has now sent an invoice of £1,227 for his removal costs and two weeks' of storage. Am I obliged to compensate him?

**A:** The position largely depends on whether this is a furnished tenancy or not, and on who was responsible for the flood. If it is a furnished tenancy, it's an implied term of the tenancy agreement that you let it in an inhabitable condition. If it's not, the tenant can sue for damages and claim his out-of-pocket losses such as extra removal and storage costs. If it is an unfurnished tenancy, you don't have to let it in an inhabitable condition. However, you may have to pay compensation if the flood was your fault. If it was your fault, you probably will have to pay something. If

it plainly wasn't (for example, if there was a bath that overflowed from the flat above), you won't be liable. Most tenancy agreements make the landlord responsible for repairs, and the Landlord and Tenant Act 1985 requires landlords to repair the structure of the property and the water and waste systems. These obligations require the landlord not only to mend something once the tenancy begins, but also to put it into a good state of repair in the first place.

Ordinarily, a tenant cannot simply refuse to move in. However, I suspect that, in this case, the tenant would argue that you have broken the terms of the tenancy so fundamentally he was entitled to treat his agreement with you as discharged (a principle known as "repudiatory breach") before he could occupy the flat. However, this is quite a controversial legal argument when applied to tenancy agreement. It will probably be worth your while arguing that the tenant should have moved in and that he owes you rent until at least the time you re-let the flat.

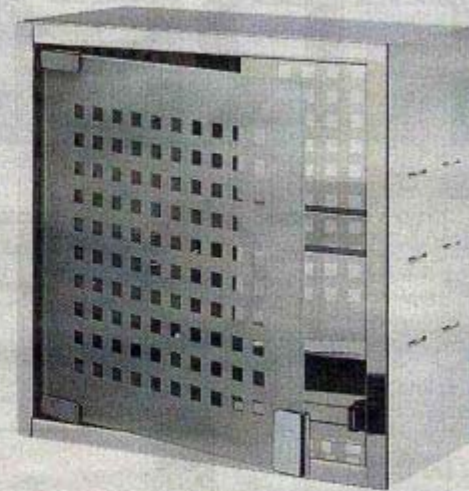
**MARK LOVEDAY**

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BATHROOM CABINETS

SAVE ▶

If your bathroom resembles the jumbled, dusty discount chemist's, you need to invest in some stylish storage. Only presentable bottles should be on display; the rest can be chucked into this smart bathroom cabinet, £25 from B&Q, made from stainless steel and chequered frosted-glass. Contact: 0845 8500175, diy.com.



▶ SPLURGE

If you're looking for a bathroom cabinet to suit a country house, you'll need something more traditional, in wood rather than metal or plastic. One of the finest around is the For Country mahogany vanity unit with white Carrara marble top by Kallista, available from Bathrooms International for £7,470 (including sink). Contact: bathroomsint.com, 020-7838 7788.

**LUCY ALEXANDER**

*For 20 top tips on how to improve your home, go to: timesonline.co.uk/interiors*



▶ SPEND

Those with a bit more room to spare, or who just have more unguents to store, might like this tall Sentique cabinet, £747 from Villeroy & Boch, which comes in glossy, MDF-laminated red or white, with glass shelves inside. At nearly 6ft high, it'll hold a lot of shampoo. Contact: 020-8871 4028, villeroy-boch.co.uk

