



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER (RESIDENTIAL  
PROPERTY)**

**Case reference** : LON/00AK/LAM/2016/0001 &  
LON/00AK/LVM/2019/0003

**Property** : Arnos Grove Court, Palmers Road,  
London N11 1RA

**Applicant** : Mr Matthew Young (Tribunal-appointed  
manager)

**Representative** : Brethertons LLP, solicitors

**Respondents** : 1) Edlington Ltd (freeholder)  
2) Arnos Grove Court RTM Co Ltd  
3) The Occupational Leaseholders of  
Arnos Grove Court  
4) The Garage Leaseholders (not  
included at point 3)

**Representative** : 3) & 4) Mr John Fitzgerald (Flat 9)

**Type of application** : Variation of an order for the  
appointment of a manager

**Tribunal members** : Judge Timothy Powell  
Ms Aileen Hamilton-Farey FRICS

**Date and venue of  
hearing** : 26 June 2019 at  
10 Alfred Place, London WC1E 7LR

**Date of Decision** : 29 July 2019

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**DECISION**

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**ORDER**

As notified to the parties orally at the end of the hearing on 26 June 2019, the Tribunal has made the following order.

UPON the parties agreeing that Mr Matthew Young should be discharged as the Tribunal-appointed manager, subject to conditions to be determined by the Tribunal;

AND UPON the Tribunal being satisfied that Mr Matthew Young should be discharged as the Tribunal appointed manager, the last day of his appointment being on 20 August 2019;

AND UPON the Tribunal being satisfied that the management order should be varied to appoint Mr David Clarke of Bennett Clarke and James Limited as the Tribunal-appointed manager from 21 August 2019

IT IS ORDERED THAT:

The management order is varied and extended by the insertion of the below paragraphs to follow from paragraph 7 of the management order (on page 6 of the order):

“AND IT IS FURTHER ORDERED BY WAY OF VARIATION THAT

8. Mr Matthew Young will be discharged as the appointed manager with effect from midnight on 20 August 2019;
9. Mr David Clarke of Bennett Clarke and James Limited (“BCJ”) is appointed as the Tribunal-appointed manager with effect from 21 August 2019 and shall from that date be the manager for the purposes of this order;
10. The duration of this order is varied so that it will expire at midnight on 20 August 2022. Any application for an extension must be made prior to the expiry of that date. If such an application is made in time, then the appointment will continue until that application has been finally determined.
11. Mr Clarke’s fee for being a manager will be £350 plus VAT per month in respect of the whole premises. In addition, the managing agent, BCJ will charge a fee of £250 plus VAT per annum for each flat and £120 plus VAT per annum for each garage in the premises. Additionally, if required by the landlord to collect ground rent, Mr Clarke may deduct 5% plus VAT of sums collected; fees for arranging and supervising any scheme of work arranged by the manager or BCJ will equal 10% off the aggregate contract value, plus VAT; the additional charge for dealing with solicitors’ enquiries on transfer will be no more than £375 plus VAT, payable by the outgoing lessee; and further tasks outside of the above duties will be charged separately at the following hourly rates: £95 plus VAT for staff under supervision, £150 plus VAT for senior staff/a director, or £200 plus VAT, if the matter requires the manager’s personal attention;
12. By 10 July 2019, Mr Clarke is to provide Mr Young a list specifying all those documents he considers necessary to discharge his functions under this order. Mr Young shall use reasonable endeavours to provide those documents within 28 days of the request. Such documents are to be in an orderly, readable format. In the event of a dispute as to the provision of a document(s) under this paragraph, Mr Young and/or Mr Clarke may apply to the Tribunal for further directions;

13. By 25 September 2019, Mr Young shall provide to Mr Clarke all sums of money, if any, held on trust relating to the performance of his functions under this order, together with all accounts and closing and opening balances; and, at the same time, all sums held as ground rent (in a separate account) shall be transferred to the new manager. If, however, there is a shortfall, Mr Clarke is to reimburse Mr Young upon receipt of the closing accounts, balances and receipts, within 5 weeks, namely by 30 October 2019, which will give Mr Clarke time to raise demands of leaseholders to cover these payments. In case of dispute, application may be made for directions, with each manager providing their competing calculations;
14. Mr Young shall give Residenza Limited 3 months' notice to terminate its contract. Otherwise, all contracts in the name of Mr Young entered into for the discharge of his functions under this order, i.e. the contracts for cleaning, gardening, pest control and the door-entry system, are assigned to Mr Clarke in his capacity as the replacement Tribunal appointed manager, and Mr Clarke is to assume all past, present and future liabilities under all such contracts, albeit with the ability to terminate those contracts if he so wishes;
15. Mr Young is to be indemnified by the service charge fund for all reasonable legal and professional costs he incurs relating to the reasonable performance of his functions under this order and/or for all reasonable legal and professional costs he incurs relating to the appointment of and the handover to Mr Clarke, at the rate of £225 plus VAT per hour, but on production of time records showing the time spent and tasks carried out by Mr Young in respect of the handover. This paragraph shall continue to have effect notwithstanding any future determination of this order;
16. To aid an orderly transfer, Mr Young shall direct Residenza Limited to issue credit notes to leaseholders for half the invoices otherwise payable on 1 July 2019; but the corollary of that is that the lessees must pay the half due on 1 July 2019;
17. In so far as there are arrears owed by the leaseholders, Mr Young is directed not to collect them in the remaining period of his appointment, but responsibility for collecting any deficits will fall on Mr Clarke's shoulders;
18. Mr Clarke may send out voluntary invoices, for the last three months of the financial year, four weeks before his appointment and, in any event, if necessary, he may raise a supplementary demand under the management order in the four-week period after it begins. This power to raise a supplementary demand arises from the management order itself and is not dependent upon any lease provisions;
19. On or before 30 June 2020, Mr Clarke shall report on the progress of his period of management;

20. Mr Young and/or Mr Clarke have permission to apply to the Tribunal for further directions relating to this Order and/or the discharge of Mr Young as the Tribunal-appointed manager and the appointment of and the handover to Mr Clarke;
21. Any party making an application relating to this order, including as varied, capable of affecting Mr Young rights and liabilities with respect to this order shall give Mr Young notice of the application;
22. Mr Clarke will register the amended management order against the freehold title of the premises at HM Land Registry, as a restriction under the Land Registration Act 2002, or any subsequent Act.”

As a consequence of the orders made above, the Management Order is also varied by substituting the new manager’s fees for those in paragraphs 18 to 26 of Schedule Two of the Order and the new manager’s Draft Management Plan for that in Schedule Three. A copy of the new Management Plan, is annexed to this Decision.

## **THE APPLICATION & REASONS FOR THE DECISION**

### **Background**

1. This was an application under section 24(9) of the Landlord and Tenant Act 1987 to vary an existing management order made on the 22 February 2016 in respect of Arnos Grove Court, Palmers Road, London N11 1RA (“the Premises”). Under that order, Mr Mathew Young was appointed as the Tribunal’s manager for a period of three years. The order and his appointment were extended on 20 February 2019 on the same terms “until four weeks after the determination of Mr Young’s application for a variation of the order, or until further order of this Tribunal.”
2. By his application, Mr Young initially sought a further extension of his appointment. However, by the time of the Tribunal’s hearing of his application on 26 June 2019, Mr Young had changed his mind and no longer sought an extension of his appointment. Instead, he wished to be discharged as manager, citing differences with some of the leaseholders in the premises. It is not necessary to go into those differences in this decision, save to say that leaseholders proposed their own, alternative manager, Mr David Clarke, to replace Mr Young.

### **The hearing**

3. The hearing took place on the 26 June 2019. It was attended by (i) Mr Richard Clarke of counsel and Ms Lisa Ellis, director of Residenza Limited, both on behalf of the existing manager, Mr Young; and (ii) by Mr and Mrs Fitzgerald of Flat 9, who represented leaseholders, accompanied by Mrs Laver of Flat 3, together with Mr David Clarke, the proposed new manager, and his colleague James Philpot of the Windsor office of Bennett Clarke and James Limited.

4. At the beginning of the hearing, Mr Richard Clarke of counsel handed in a draft order for the discharge of Mr Young and, if the Tribunal were satisfied, with the appointment of Mr David Clarke in his place.
5. The issues to be considered were:
  - (i) Discrepancies between Mr Young's most recent accounts and the previous budget for the premises, which had been highlighted by Mr Fitzgerald;
  - (ii) Allied to that, leaseholders' dissatisfaction with past costs incurred by the existing manager;
  - (iii) The suitability of Mr David Clarke as an alternative manager and the possible variations of the management order;
  - (iv) Allied to that whether the Tribunal should discharge Mr Young from his appointment; and
  - (v) Whether and, if so, to what extent the Tribunal should make an order under section 20C of the Landlord and Tenant Act 1985, limiting the ability of the manager to pass his costs through the service charge.

#### **Discrepancies in the recent accounts**

6. Mr Fitzgerald had previously highlighted several apparently significant discrepancies in the recent accounts submitted by Mr Young. Mr Fitzgerald described these as "juvenile errors" and said that the figures had been "made up" and they neither reflected the figures in the earlier budget, nor the costs that had been incurred.
7. Mr Richard Clarke of counsel accepted that the discrepancies identified by Mr Fitzgerald in the recent accounts were correct, but denied any suggestion that there had been any improper conduct on the part of Mr Young. He explained that that accounts had been sent out to leaseholders before Mr Young had reviewed them, that he is in the process of doing so now, that revised accounts will be issued in due course and that letter explaining this and apologising to leaseholders was already in the post.
8. Although Mr Fitzgerald said that he was not impressed and felt that this was a "standard list of excuses" only made because someone had the temerity to challenge the figures in the accounts, he agreed that it would be difficult for the Tribunal to deal with these matters at the hearing. However, he said that the leaseholders' concern underlined why they had no further trust in Mr Young as the manager.
9. The Tribunal explained that it did not have the capacity to deal with the account discrepancies at the hearing, nor with the dissatisfaction expressed by the leaseholders with past costs incurred by Mr Young. It agreed with Mr Richard Clarke of counsel that if we agree to a discharge of Mr Young's appointment, he will need to prepare final accounts in due course and the true position regarding expenditure will become known

at that point. Leaseholders are protected against unreasonable expenditure by the manager, by their ability to make an application to challenge his costs under sections 19 and 27A of the Landlord and Tenant Act 1985.

10. For these reasons, the Tribunal made no determinations and will take no further steps in relation to these matters, unless and until a separate application is made by leaseholders to the Tribunal; something that, as will become clear from this decision, is probably best left until after the closing accounts are available and a full handover of management to Mr David Clarke takes place.

### **The proposed manager, Mr David Clarke**

11. Mr David Clarke BSc FRICS is a chartered surveyor with 40 years' experience. He is a director of the Birmingham-based management practice of Bennett Clarke and James Limited ("BCJ"). The Tribunal had the benefit of reading his application to become the Tribunal-appointed manager [at pages 117-118 of the bundle] and his proposed Schedule of Functions and Services, including his proposed fees and expenses, and the Draft Management Plan [125-130]. Mr Clarke was present at the hearing to speak to these documents and to answer questions from the Tribunal.
12. While he operates mainly from Birmingham, Mr Clarke visits the Windsor office of BCJ from time to time. His initial training was in London so he was "familiar with the patch". If appointed as a manager, he plans to instruct BCJ to manage the premises from the Windsor office, which already manages residential property in London, including leasehold blocks. His colleague, Mr Philpott, confirmed that this was the case. Mr Clarke's involvement would be to oversee the management and ensure that it was done properly. He would seek an appointment of three years initially, though his understanding was the leaseholders wish to apply for the Right to Manage ("RTM") under the Commonhold and Leasehold Reform Act 2002, so that his appointment, if approved, would (he understood) terminate automatically upon the RTM being acquired.
13. His proposed fee arrangements reflected his role of overseeing the management of the premises. If appointed, his fee for being a manager would be £350 plus VAT per month in respect of the whole premises. The managing agent, BCJ would then charge, in addition, a fee of £250 plus VAT per annum for each flat and £120 plus VAT per annum for each garage in the premises. Additional charges were set out in paragraphs 19 to 22 of the document at page 127 of the hearing bundle.
14. Regarding insurance, he planned to take over the insurance currently in place until renewal, when he would seek alternative quotations.
15. He was very familiar with the RICS code which he described as "fundamental" and he emphasised that BCJ were members of ARMA.

16. Mr Clarke said that he would do what he could to facilitate the leaseholders' proposed application for the RTM.
17. His professional indemnity insurance was £2m for every claim. His firm also carried public liability insurance though he was not sure what it was.
18. Mr Clarke read a copy of the draft order prepared by Mr Richard Clarke of counsel for the first time at the hearing, and said that he was happy with it. There was an extended discussion about how a handover would work, how Mr David Clarke would obtain monies from leaseholders and what was likely to be transferred by Mr Young/ Residenza Limited to Mr Clarke at handover. Currently, there appears to be some £550 in the manager's account, according to Ms Ellis, a figure that Mr Fitzgerald found incredulous. Whatever the true position, it is clear that there may be little or no money being handed over to a new manager on transfer. Mr Clarke was asked how, in those circumstances, he would propose to manage the premises; and discussion centred around a possible amendment of the management order, to allow for the new manager to raise a supplementary demand.
19. These discussions prompted Mr Fitzgerald to press the Tribunal to make an immediate order appointing Mr David Clarke as manager with effect from 1 July 2019. This would then mean that the current 6-monthly service charge demands issued by Mr Young, payable on 1 July 2019, would become payable directly to Mr Clarke; and, in Mr Fitzgerald's view "75% of leaseholders would pay them". Mr Richard Clarke of counsel strongly opposed any "hand-brake turn" that would result from making an immediate order. He said that Tribunal-appointed managers only manage properties that are not easy from the start and that Mr Young, like any manager, needs a reasonable period of time to effect an orderly handover; and indeed, he is entitled to reasonable period for this purpose.
20. Although David Clarke had not read the leases of properties at the premises, he had become aware that there was an issue requiring potential lease variations. He responded by saying that he would leave that to the RTM Company, as and when the RTM was acquired. He had visited the premises and confirmed that a lot of money had been spent on them in recent years. Some aspects were good, like the doors; but there was also some neglect such as the gardens. He felt that the premises need more day to day management but, otherwise, he would be looking to maintain the status quo until the RTM was acquired by the leaseholders.
21. One thing Mr Clarke said would be beneficial to minimise delays would be for him to be provided with basic information by Mr Young, well before the handover date. Mr Young would know what was needed, but it included a list of leaseholders, their names and addresses; the current arrears position; what contractors are appointed and on what terms.

22. There was then a discussion of the terms of any order that might be made, following the paragraphs of the draft order prepared by Mr Richard Clarke. Regarding existing contracts, Mr Clarke would be prepared to take over all of these on handover, except for the contract with the Residenza Limited, which Ms Ellis said was on a three-month notice period. It appears that the only contracts which Mr Clarke might take over were those for the cleaner, the gardener, pest control and the door entry system. He had already mentioned taking over the insurance, which appeared to be paid monthly by direct debits.

### **The Tribunal's decision**

23. After a break of 35 minutes, the Tribunal gave an oral decision to the parties, following the outline of the Order above, which is now confirmed by this written Decision.
24. The Tribunal determines that Mr Young shall be discharged as Tribunal manager, with the effect from midnight on 20 August 2019. In his place, Mr David Clarke is appointed as a Tribunal manager for the period of three years, with effect from 21 August 2019 and expiring on 20 August 2022.
25. Mr Clarke's appointment will be on same terms as the management order first made on 22 February 2016, as amended by this Decision and Order above. A copy of the revised management order is attached to this Decision.

### **REASONS**

26. The Tribunal accepts the reasons put forward by Mr Young for his discharge and acknowledges that relations between him and leaseholders have broken down. The Tribunal is also satisfied that Mr Clarke is a suitable person to replace Mr Young as Tribunal-appointed manager.
27. The Tribunal makes all the above orders to ensure the smoothest handover of management from Mr Young to Mr Clarke and ensure that each manager has sufficient funds to discharge their financial responsibilities before and after handover. In the event that any problems arise, either manager may apply to the Tribunal for further directions.

### **Timing and duration of Mr Clarke's appointment (paragraphs 8,9 & 10 of the Order above)**

28. Although there is a superficial attraction in starting Mr Clarke's appointment from 1 July 2019, in the Tribunal's view that is simply too soon. Mr Young was appointed in circumstances that demanded more effective management of the premises. Whether criticism of him is justified, or not, it is clear that Mr Young has done good things for the premises during his tenure. It would be quite inappropriate, in the Tribunal's view, to terminate Mr Young's appointment suddenly, giving



him in effect only two working days to wind up his management; or the more so, since the Tribunal understands, he is currently in Dubai.

29. It is only reasonable that the existing manager is given reasonable notice of the termination of his appointment, so that he can bring matters under his control to a conclusion. Therefore, the Tribunal accepts Mr Richard Clarke's proposal that eight weeks' notices of termination of the appointment should be given; and the Tribunal would give Mr Young a further five weeks after that to handover all final accounts, opening and closing balances and funds in his possession (though, if these are all ready and available sooner, Mr Young is urged to pass them over before the end of this period).
30. Three years should be sufficient for Mr Clarke to resolve the outstanding issues at the premises. This is especially so, given the expectation that his appointment may well be superseded by leaseholders' prospective application to acquire the Right to Manage.

#### **The manager's fees (paragraph 11)**

31. The tribunal considered that the proposal put forward by Mr Clarke, to charge a nominal fee for his oversight of the management order, but to instruct his firm BCJ to deal with day-to-day management, for the fees proposed, were reasonable in the circumstances of the case; and none of the leaseholders objected to these proposed fees. The same applied to the list of additional fees that are reflected in the Order above.

#### **Advance provision of documents (paragraph 12)**

32. The early provision of documents by Mr Young to Mr Clarke is to assist in preparations for the handover and will be conducive to a smooth transition, with minimum disruption in management of the premises. The timetable was agreed with the parties present at the hearing.

#### **Transfer of funds (paragraph 13)**

33. The Order provides for the transfer of funds from Mr Young to Mr Clarke on handover, or for the reimbursement of Mr Young, if there is a shortfall; and the mechanism and timetable for doing so were agreed with the parties present.

#### **Contract with Residenza Limited (paragraph 14)**

34. As will be seen from the Order, the Tribunal directs Mr Young to give three months' notice to terminate the contract with Residenza Limited.
35. At the hearing, the Tribunal indicated that the notice should expire on 25 September 2019. Ms Ellis is a director of the company with Mr Young and she agreed, on behalf of Residenza Limited, to accept such notice (once Mr Young is notified of the direction and gives notice that expires on this date), even if strictly speaking it may be a day or two short of three months. However, the Tribunal has reconsidered and would now require

the notice period to expire on or before 29 September 2019. This should then remove any question of any contractual notice being short, gives Mr Young additional time to comply with his contractual obligations, notified to his counsel and Ms Ellis at the hearing, and aligns neatly with the quarter day.

### **Payment of Mr Young for the handover (paragraph 15)**

36. The Tribunal takes the view that Mr Young is entitled to be paid up to the end of his appointment at midnight on 20 August 2019. He is also entitled to reasonable fees for his time in preparing for and for executing the handover, at the rate of £225 plus VAT per hour. However, given the evident distrust of leaseholders, payment will be subject to production of time records showing the time spent and tasks carried out by Mr Young in respect of the handover; and, as with all costs incurred by the existing manager, will be subject to the test of reasonableness;

### **Invoices issued by Residenza (paragraph 16)**

37. With the regard to invoices issued by Mr Young that are payable by the lessees on the 1 July 2019, in those invoices Mr Young seeks 6 months' worth of advanced service charges. However, his appointment will now only last further two months, with a further month for final handover procedures. It should therefore be sufficient for Mr Young to receive 3 months advanced charges for the costs rightly to be incurred up to the point that his appointment is terminated. For this reason, the Tribunal includes in the Order a requirement that Mr Young give directions to Residenza to issue credit notes to lessees for half of the amounts of each of the invoices; but the corollary of that is that the lessees must pay the half due on 1 July 2019.

### **Arrears (paragraph 17)**

38. In so far as there are arrears owed by the leaseholders, Mr Young is directed not to collect them in the remaining period of his appointment, but responsibility for collecting any deficits will fall on Mr Clarke's shoulders. The reason for this direction is to avoid action by Mr Young that might overrun the termination of his appointment.

### **Voluntary invoices (paragraph 18)**

39. To smooth out the transition process, Mr Clarke may send out voluntary invoices, for the last three months of the financial year, four weeks before his appointment and, in any event, if necessary, he may raise a supplementary demand under the management order in the four-week period after it begins. This power to raise a supplementary demand arises from the management order itself and is not dependent upon any lease provisions.

### **Report on progress (paragraph 19)**

40. To satisfy the tribunal that handover has occurred smoothly, on or before 30 June 2020, Mr Clarke shall report on the progress of his period of management.

### **Further applications (paragraphs 20 & 21)**

41. Provision is made so that both Mr Young and Mr Clarke are able to return to the Tribunal for further directions, if problems or disputes arise.

### **Registration of the management order (paragraph 22)**

42. Mr Clarke will register the varied management order at HM Land Registry against the landlord's freehold title, which continues the position under the existing order.

### **Further disputes by leaseholders**

43. Any disputes that leaseholders have in respect of costs incurred by Mr Young should wait until the handover to Mr Clarke is complete.

### **Application for an order under section 20C of the 1985 Act**

44. Mr Fitzgerald said leaseholders suspected that they had been overcharged for legal fees. The hearing had arisen from Mr Young's application to extend his management order. Mr Young had involved solicitors for the past six months and he now sought to recover this from the service charge. His simple question was: why should lessees pay for this?
45. Mr Richard Clarke said that Mr Young had been reasonable in making the application to extend the appointment but that, when disputes with leaseholders became more intense, he took a reasonable view as Tribunal-appointed manager and was rightly stepping aside to allow leaseholders to put forward someone they trusted more. It was not a case of the manager accepting the allegations made. It was not also a case of a manager who had achieved nothing: Mr Clarke confirmed that things had been achieved at the premises. It was just that trust between the parties had broken down and the fair thing to do was for Mr Young to be discharged. There were no grounds upon which it would be just and equitable for the Tribunal to make an order under section 20C of the 1985 Act. In any event, leaseholders were protected against any unreasonable charges by sections 19 and 27A of the Landlord and Tenant Act 1985.

### **Decision on the section 20C application**

46. The Tribunal has considered the competing arguments but determines that it is not just and equitable for any order to be made under section 20C of the 1985 Act. The reasons for reaching this conclusion are that there is insufficient information to draw any conclusions about Mr

Young's management of the premises. The Tribunal acknowledges that there are strong views on both sides. However, the current application was made at the time Mr Young' considered that an extension of his management order was in the best interest of the premises; and it is only through this process that the leaseholders dissatisfaction is so great that Mr Young has decided to step down. Through his counsel, he has assisted the Tribunal and, indeed the leaseholders process of affecting the handover from himself to a new manager. It therefore does not seem just and equitable to make an order preventing him from passing his costs of the proceedings through the service charge.

47. This is not to say that leaseholders are left without a remedy. Mr Young's costs must still be reasonable and leaseholders' rights are protected by a potential application under sections 19 and 27A of the 1985 Act, when the history of Mr Young's management, the reasonableness and payability of his costs, maybe considered in detail.
48. However, it may be that once final accounts are prepared, a full reconciliation has taken place and a smooth handover to Mr Clarke has been affected leaseholders may consider that their efforts are best focused on making the future work, rather than raking over disputes of the past.
49. A copy of the new management plan to be substituted for Schedule Three of the original management order, is annexed to this decision.

**Name:** Timothy Powell

**Date:** 29 July 2019

### **Rights of appeal**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

**The new Management Plan  
to be substituted for Schedule Three  
of the original management order**

Draft Management Plan: Arnos Grove Court

No	Description
1)	The Manager will enter into a management agreement with Bennett Clarke & James (BCJ) to act as the Manager's managing agents.
2)	Instruct BCJ to open [three] client accounts with its preferred bank, Lloyds TSB Bank plc (Lloyds), including: <ul style="list-style-type: none"> <li>a) A general client account for day to day use (Service Charge account)</li> <li>b) A client account for holding reserve funds (Reserve account)</li> <li>c) [A client account for holding ground rents on behalf of the Freeholder (Ground Rent account)]</li> </ul>
3)	Instruct BCJ to write letters regarding these client accounts to Lloyds.
4)	Instruct BCJ to write to the former TAM with a copy to Residenza, with details of where to deliver any documents and/or property in their possession that relate to the management of the Property
5)	Instruct BCJ to write to Residenza, with a copy to the former TAM, enclosing a copy of the Management Order, with details of where to deliver any documents and/or property in its possession that relate to the management of the Property and also requesting the transfer of all monies held by Residenza in connection with the Property, together with all bank statements, ledgers, accounts and other financial information.
6)	Instruct Residenza to provide information about the Property and its Leaseholders in electronic format for uploading into BCJ's property management software in order that BCJ can manage the Property in the most cost effective and efficient way. At least once a month BCJ reconciles each bank account with the information held on its system.
7)	Instruct BCJ to write to all Leaseholders of all of the Flats enclosing: <ul style="list-style-type: none"> <li>a) A copy of the Management Order</li> <li>b) A copy of the contract between the Manager and BCJ</li> <li>c) A letter of introduction from BCJ, including inter alia details of the lead contact, BCJ's contact details and information about BCJ's out-of-hours emergency telephone service and details about the Lloyds client accounts; and</li> </ul>

	d) An information sheet about the Manager and the role of the Manager, in particular the difference between a Tribunal-appointed manager and a managing agent.
8)	First inspection of the common parts at the Property by the Manager, to identify any issues that require urgent attention.
9)	Instruct BCJ to manage any work urgently required to resolve or triage any critical problems
10)	If from the papers delivered up by the Landlord or Residenza the Manager can identify any contractors working at the Property, instruct BCJ to advise them that the Property is under new management and ask them to send any unpaid invoices to BCJ.
11)	In the event that there is no obvious basic maintenance regime, including cleaning of the internal common parts and window-cleaning, instruct BCJ to get quotes for a reasonable level of basic maintenance, taking into account the age of the building, the size of the common parts and the state of the common parts that might need a major overhaul in the medium to long-term.
12)	Instruct BCJ to write to the Leaseholders enclosing a final demand in respect of any unpaid service charges, advising Leaseholders that if payment in full is not made within 7 days, debt recovery action will commence without further notice for the principal sum plus interest pursuant to the Lease(s), at the rate of 10% per annum plus costs.
13)	If any letters before action are sent to Leaseholders in respect of unpaid service charges, instruct BCJ to commence proceedings against any Leaseholders whose accounts remain in arrears at the end of the seven-day period.
	In the absence of evidence of any recent reports in the papers that are provided by Residenza, instruct BCJ to commission: <ul style="list-style-type: none"> <li>a) A Health and Safety assessment</li> <li>b) A Fire Risk assessment</li> <li>c) An Asbestos survey; and</li> <li>d) An Electrical Engineer's report</li> </ul>
15)	Subject to the outcome of BCJ inspections and commissioned reports (if any are required), instruct BCJ to procure a plan for a chartered surveyor to resolve any

	urgent and/or medium to long-term issues. If an inspection from a chartered surveyor is required, the Manager will inspect the Flats and the Garages with the surveyor. On this occasion, the chartered surveyor will be asked to identify what if anything needs to be done to repair the internal common parts.
16)	In the absence of any evidence that Rent has been properly demanded, instruct BCJ to demand Rent in the prescribed form from the Leaseholders.
17)	In the absence of any evidence that Service Charges have been paid on account for the current financial year, pursuant to the terms of the Leases, instruct BCJ to demand an "on account" payment as a once-a-year contribution to the Fund in anticipation of future schemes of work.
18)	Instruct BCJ to review the existing budget for the financial year to 31.12.2019, taking into account any reports or advice from previous inspections by chartered surveyors or others in relation to any schemes of work to the external and/or internal common parts at the Property, likely to include refurbishment of the common parts.
19)	In relation to any proposed schemes of major work the Manager will instruct BCJ to initiate a formal consultation in compliance with statute and any case law prevailing for the time being.
20)	In relation to any proposed scheme of work, the Manager will instruct BCJ to establish the pro rata liability of the Garage Leaseholders (if any) for which it might be necessary to instruct a surveyor and to demand any such sums from the Garage Leaseholders at the same time as the balance is demanded pro rata from the Flat Leaseholders.
21)	Within 12 months instruct BCJ to sign one or more contracts for major works at the Property, provided BCJ is in cleared funds and any requisite consultation process has been properly conducted.
22)	Continuous ongoing management of the Property for the duration of the Order and the Management Agreement between the Manager and BCJ.