



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

**Case Reference** : CHI/24UJ/LAM/2020/0014

**Property** : Kings Court, Kings Road, Lymington,  
Hampshire, SO41 9GS

**Applicants** : Diane Chidsey (Flat 3)

**Representative** : Mr David Edwards of Counsel, instructed by  
John Gray (lay representative)

**Respondent** : Dant Estates Limited

**Representative** : Ms Natalie Pratt of Counsel

**Persons who may  
be affected** : Mr K Rathbone (Flat 1)  
Mr and Mrs Welch (Flat 2)  
Mrs E A Rathbone (Flat 4)

**Type of Application** : Appointment of a manager Section 24  
Landlord and Tenant Act 1987

**Tribunal  
Member(s)** : Judge J Dobson  
Mr M Donaldson FRICS  
Mr C Davies FRICS ACI Arb

**Date of Hearing** : 12th January 2021

**Date of Order** : 26th January 2021  
Corrected 5th February 2021

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**DECISION-**  
**Re-issued following correction of typographical errors pursuant to  
rule 50 of The Tribunal Procedure (First Tier Tribunal) (Property  
Chamber) Rules 2013**

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## **Summary of the Decision**

- 1. Mr Nathan Gooch is appointed as Manager of the Property Kings Court, King Road, Lymington, Hampshire, SP41 9GS until 31st December 2022 on the terms set out in the Management Order of today's date and pursuant to section 24(1) of the Landlord and Tenant Act 1987.**
- 2. The Respondent shall repay the £300 fees paid by the Applicant within 28 days.**

## **Background**

3. The Tribunal received an application by the Applicant, dated 1st September 2020 for the appointment of a manager ("the Manager"), the application being made under section 24 of the Landlord and Tenant Act 1987 ("the 1987 Act"). An application was also made under section 20C of the Landlord and Tenant Act 1985 ("the 1985 Act") that the landlords' costs of these proceedings should not be included in the service charge.
4. The Property is a block of four flats, two on each of the ground floor and the first floor. The Property has another small building attached to it but not forming part of the Property.
5. The Respondent's title is registered with title number HP461618. The Applicant and the Persons who may be affected (collectively "the Lessees" and singular "Lessee") hold long leases of the flats within the Property. The Applicant is the Lessee of Flat 3. A sample lease ("the Lease"), of Flat 3, has been provided with the application made. The Tribunal understands that the leases of the other flats are in the same or substantively the same terms.
6. Under the Lease the Respondent is responsible to the Lessees of the flats to keep in good repair and when necessary rebuild, renew and reinstate and also to decorate the Property other than the individual flats. The Respondent is also responsible for the preparation of an estimate of the service charge for the next financial year and accounts showing the annual expenditure for the previous financial for the Property, such that any adjustment in payment required can be made.

7. Directions were issued on 16th October 2020 setting out the steps to be taken in preparation for the final hearing. Subsequent Directions were also given in relation to an application to rely on expert evidence, which was refused, and then in response to the parties' proposal that the hearing be vacated and the matter dealt with on paper. That proposal was refused on the basis that the Tribunal wished to hear from the proposed Manager, to establish his suitability to be appointed.
8. The hearing was heard remotely as video proceedings.

### **The Law**

9. The relevant provisions in respect of this application are found in s24 of the 1987 Act. The provisions read as follows:

#### **24 Appointment of a manager by [a .....tribunal]**

- (1) [The appropriate tribunal] may, on an application for an order under this section, by order (whether interlocutory or final) appoint a manager to carry out in relation to any premises to which this part applies-
  - (a) Such functions in connection with the management of the premises, or
  - (b) Such functions of a receiver, or both, as [the tribunal] thinks fit.
- (2) [The appropriate tribunal] may only make an order under this section in the following circumstances, namely-
  - (a) Where [the tribunal] is satisfied-
    - (i) that [any relevant person] either is in breach of any obligation owed by him, to the tenant under his tenancy and relating to the management of the premises in question or any part of them or (in the case of an obligation dependent on notice) would be in breach of any such obligation but for the fact that it has not been reasonably practicable for the tenant to give him the appropriate notice, and
    - (ii) .....
    - (iii) that it is just and convenient to make the order in all the circumstances of the case;
  - (ab) where [the tribunal] is satisfied-
    - (i) that unreasonable service charges have been made, or are proposed or likely to be made, and
    - (ii) That it is just and convenient to make an order in all the circumstances of the case;]
  - (abb) where the tribunal is satisfied-
    - (i) That there has been a failure to comply with a duty imposed by or by virtue of section 42 or 42A of this Act, and

- (ii) That it is just and convenient to make the order in all the circumstances of the case;]
  - (ac) where [the tribunal] is satisfied-
    - (i) that [ any relevant person] has failed to comply with any relevant provision of a code of practice approved by the Secretary of State under section 87 of the Leasehold Reform, Housing and Urban Development Act 1993 (codes of management practice), and
    - (ii) that it is just and convenient to make the order in all the circumstances of the case;]
- or
- (b) where [the tribunal] is satisfied that other circumstances exist which make it just and convenient for the order to be made.

### **The hearing**

10. The Applicant was represented at the hearing by Mr Edwards of Counsel and the Respondent was represented by Ms Pratt of Counsel. Mrs Chidsey was not in attendance, although Mr Gray was. Mrs Rathbone was present on behalf of the Respondent. Mr Gooch, the proposed Manager, was also in attendance.
11. Both Counsel had provided Skeleton Arguments in respect of the hearing. Indeed, Ms Pratt also prepared a supplemental one responding to that of Mr Edwards with regard to the grounds relied on by the Applicant in respect of the proposed order. The parties had also helpfully provided a joint statement of the matters agreed and those in dispute (“the Joint Statement”). Subject to such of the matters in dispute as related to certain specific provisions, a draft management order had been agreed, albeit not wholly in the terms that the Tribunal considers most appropriate.
12. That joint statement set out that the appointment of a manager was agreed, that Nathan Gooch should be appointed the Manager, that the Respondent consented to an order that costs not be added to the service charges pursuant to section 20C of the 1985 Act and that the draft management order be amended slightly in respect of fees. Five issues were identified as requiring determination, as discussed below.
13. An issue arose in the hearing as to the Applicant’s wish that the Tribunal made an order based on findings of breach of covenant by the Respondent and pursuant to s24(2)(a), and/ or (ab) and/or (abb) of the 1987 Act, to which the Respondent had not agreed. That was trailed in the Skeleton Argument of Mr Edwards and was the matter prompting the supplemental Skeleton by Ms Pratt. The specific basis on which the making of the Management Order was agreed was not set out in the Joint Statement.

14. After some discussion of the matter and the question of whether any purpose would be served by determining whether that basis was made out, the point was reached that Judge Dobson indicated that either the hearing would need to proceed on the basis of the bases for an order that were agreed by both parties or the hearing would have to be adjourned for further evidence to be provided, including orally by Mrs Chidsey, in respect of the asserted breaches. Mr Edwards stated that the Applicant would proceed on the agreed bases and that the Applicant did not wish the matter to be adjourned.
15. The hearing moved on to the evidence of Mr Gooch, who was questioned by the Tribunal and then by Counsel for the parties insofar as required- Mr Edwards had no questions; Ms Pratt put a small number. Following the conclusion of the evidence of Mr Gooch and a short break, the Tribunal heard submissions in relation to the five issues in dispute.
16. The Tribunal considered the matter following a lunch break, reaching the Findings and Decision below.

### **Findings and Reasons for Decision**

#### **Should a Management Order be made?**

17. The Tribunal has determined that the answer to this question is that it is just and convenient to make the Management Order in respect of the Property.
18. The parties, and perhaps most notably the Respondent, whose rights will be curtailed, agree to the making of the Management Order. That is very relevant, although it is not a complete answer. Nevertheless, the Tribunal does not consider it necessary to deal with the question at the length that would be appropriate were the making of the Management Order to be in dispute.
19. The agreement on the part of the Respondent is to an order pursuant to s 24(2)(ac) and s24(2)(b), hence to an order on the basis of breach of a provision of a code of practice and that there are other circumstances that exist such that in both instances it is just and convenient for the Management Order to be made.
20. Given those concessions, given the agreement of the Applicant and Respondent and given the previous findings of this Tribunal, the Tribunal is content that there are grounds for the Management Order to be made on those bases. The Tribunal does not consider it necessary to make any detailed findings in this instance.
21. The Tribunal is further satisfied that it is just and convenient for the Management Order to be made in all the circumstances.

#### **Suitability of Nathan Gooch to be the Manager**

22. The Tribunal found Nathan Gooch to be suitable to be appointed as the Manager of the Property.
23. The witness statement of Nathan Gooch dated 5th November 2020 was very short and including three sentences described as a management plan but far from amounting to an acceptable one. Fees were stated to be £1500 plus VAT per annum, unusually payable quarterly in advance. Mr Gooch was described as having a degree in Building Surveying and as having been an Associate of the Institute of Residential Property Management since 2013. Given that limited information, not on its face adequate to merit appointment as a Manager, the Tribunal carefully questioned Nathan Gooch in relation to suitability.
24. Mr Gooch demonstrated sufficient understanding of the personal nature of the appointment and of the difference between appointment as a managing agent and as a Tribunal- appointed Manager (“the Manager”). He stated that he had been appointed by the Tribunal on one previous occasion in relation to a property on the Isle of Wight. That was a three- year appointment several years ago. Mr Gooch demonstrated awareness of the RICS Code and accounting for client money. He further demonstrated an understanding of the current issues at the Property.
25. A number of questions were also asked for Nathan Gooch as to his fees by the Tribunal and additionally by Ms Pratt. Contrary to the witness statement, he explained that there would be additional fees for section 20 consultation work, of 10 to 12.5% of the value of the major works, plus the fees of an external surveyor if appropriate. In the Tribunal’s experience, there was nothing unusual about that. He clarified that there would be no other fees, save for CDM compliance for large works, not applicable to the Property.
26. Mr Gooch considered that a one- year appointment would be likely not to be a sufficient time to get on top of the management of the Property, including the necessary works.
27. Mr Gooch has the distinct advantage of the parties having agreed to his appointment. The Tribunal is well aware that is no guarantee of itself of expertise or that all of the parties will assist the Manager throughout the term but it is a very useful head- start when it comes to dealing with matters.
28. The Tribunal had some concern that Nathan Gooch had only inspected the exterior of the Property. He will need to inspect much more fully as soon as that is possible.
29. Nevertheless, overall the Tribunal found Mr Gooch to have allayed the concern arising from the very short written statement and to have demonstrated the matters necessary to be a Tribunal- appointed

Manager, satisfying the Tribunal as to the appropriateness of his appointment in this case.

30. The policy of insurance attached to the witness statement of Nathan Gooch gave details of insurance for the company of which he is a director but did not, at least obviously, provide cover for a personal appointment as Tribunal- appointed Manager. Hence, the provision below requiring suitable insurance to be demonstrated.

#### Determination of the five issues in dispute

- The period of appointment

31. The Applicant had argued that the term of the Management Order should be for three years.
32. The Respondent argued that the term should be one year, where it was said that the provision of statutorily compliant service charges information and the remedial works could be attended to within a year. Longer would, it was submitted, be disproportionate, whereas the Order should be granted for the minimum period of time in order to enable the position to be regularised.
33. The Respondent also submitted that the Order should cease on the sale of the Property. Ms Pratt explained that the Respondent is seeking to sell the Property and that s5 notices are in preparation. She submitted that the Respondent, with which the Applicant has the concerns, will no longer manage the Property upon such a sale.
34. The Tribunal does not consider that of itself resolves the issues and will ensure appropriate management of the Property in the future after such time as the Manager's appointment may end. The Tribunal also does not consider that a sale of the Property should mark the end of the Management Order.
35. It may be that the sale will be to a freeholder which is able to demonstrate an ability to appropriately manage the Property such that the Tribunal may conclude on hearing an application from such freeholder that the Order should then be discharged. In that event, the Tribunal will no doubt take that course. However, as to whether such an application will be made at all and as to whether the Tribunal will consider it appropriate to grant such an application cannot possibly be known in advance; the answer will inevitably depend on the circumstances that exist at any relevant time.
36. However, it appears most likely on the Respondent's case that any sale will be to the Lessees, whether or not including the Applicant. Two of them are the director of the Respondent and her son, who lives abroad. The others, Mr and Mrs Welch, have apparently been content with the Respondent's previous management style. The Tribunal considers that does not on its face create confidence that the

management of the Property would be markedly different following such a sale and that it would be appropriate to take management away from the Manager at that time.

37. Given that the issue is one to be appropriately considered in due course in the event of a relevant application being made, the Tribunal does not seek to pre-judge but rather to only consider the point insofar as relevant to the task before the Tribunal at this time. That point is whether such a potential sale should alter the term of the Order from that otherwise appropriate. The Tribunal has concluded that it should not.
38. The correct approach to the term of the Management Order is to consider that in the circumstances that do exist, the parties and the Manager being able to apply to the Tribunal at a later date if then appropriate.
39. The Tribunal considers, applying its experience and noting the evidence of Mr Gooch, that it is likely to take a little time to obtain all of the relevant documentation and funds and that the Manager will require some time to fully get to grips with the Property and the finances. The Tribunal considers that the latter may require some time and effort. Consequently, there is likely to be less obvious forward progress with management in the first year than might be expected year by year otherwise.
40. Given the works required to be organised, the consultation process likely to be involved, the need for appropriate funds for works and other issues, the Tribunal finds it unlikely that all matters identifiable at this time will have been attended to by the end of the first year. It may very well be that further funds need to be raised the following year for ongoing or additional matters to be attended to. It may take a little time for the other parties to understand the proper manner in which the Property will need to be managed.
41. Consequently, the Tribunal finds that one year is too short a timeframe for the Order. In contrast, it is more plausible that before the end of the second year, there may be an appreciation of how the Property should be managed and that can be attended to without the Manager remaining appointed. It cannot yet be known whether that positive outcome will be achieved at that time. However, there is nothing yet identifiable as requiring a period longer than 2 years to merit a longer order at this point.
42. Accordingly, the Tribunal determines that the minimum realistic period for the Management Order to ensure that the Manager is able to undertake the tasks which most clearly require attention and attend to proper management of the Property is a period of two years. Therefore, one year is insufficient but equally the Tribunal re-iterates that there is no identifiable requirement for the Management Order to be granted for three years in order to facilitate the matters for



which the appointment of the Manager is currently just and convenient.

43. The parties or other interested persons, including the Manager will have the ability to apply to vary the Order whether to extend it or as otherwise appropriate, or to discharge the Order if appropriate in due course.

- Power to give consents

44. The Lease contains, within clause 3.10, a requirement for consent from the Respondent for a lessee to assign or otherwise transfer or underlet the whole of the flat in the last 7 years of the term (not relevant for some years to come)

45. The clause also requires consent for a lessee to underlet the flat as a whole to a single household on an Assured Shorthold Tenancy (AST) or perhaps for any underlet, at least on the face of the wording of the Lease.

46. The particular wording and the particular intention behind the wording in respect of the second type of consent is not immediately easy to discern and the impression created is that either there is a word or two that is/ are unnecessary or that other words are missing. Either the lessee is intended to be able only to underlet on the AST as above and with consent, not otherwise being able to underlet at all, or is intended to be able to underlet on the AST as above without the need for consent but not otherwise unless consented to. However, the Tribunal does not consider it necessary to embark on an exercise of determining the construction of the provision, about which no detailed submissions were received and which does not impact on the determination made. The consents are not to be unreasonably withheld.

47. The Applicant submits that the Manager should be given the authority to grant such consents in place of the Respondent: the Respondent submits that he should not.

48. *Queensbridge Investments Limited v Ms Sophie Lodge and others* [2015] UKUT 635 (LC) on which the Respondent's Counsel relied in relation to consent to a sale, referred to below in relation to that, also addressed the question of consents under the leases. In that instance, the Upper Tribunal upheld the provision in the management order that the manager give such consents, or not as the case may be. However, the point was dealt with in brief terms and the provision had been considered in the particular circumstances of that case.

49. The Tribunal considers that the authority to grant the limited and particular consents in question, or to not do so, is not a matter that the Manager needs to deal with in order to perform the management functions determined to be appropriate and certainly not to address

the concerns as to management identified by the Applicant and which prompted this application.

50. The Tribunal does not consider it appropriate to remove the authority to give consents from the Respondent and to give that authority to the Manager in the circumstances of this case.

- Ability to recover historic service charges

51. This was the apparently most contentious of the issues in dispute. The Applicant's position was that the ability to recover any service charges should lie with the Manager.

52. The Respondent's case was that there are unpaid historic service charges, the Applicant having not made payment on the basis of a lack of valid demands and similar issues, and that if the Manager did not seek to recover the historic service charges, the Respondent should be able to do attempt to do so. The Respondent referred to such recovery potentially not being cost-effective for the Manager, such that the Manager may not deal with that matter.

53. The Tribunal considered it appropriate to establish the position of the proposed Manager in relation to the matter. In response to that Mr Gooch stated that he was unable to say whether he would be likely to pursue historic service charges and he agreed that it may not be cost-effective for him to do so.

54. That position lent added weight to the concerns expressed by the Respondent.

55. However, the purpose of a Management Order is that the Property will be managed by the Manager. Such Orders as a matter of course preclude any other party from exercising any management function during the currency of the Order.

56. The Tribunal does not consider it appropriate to provide that the Respondent be able to exercise what would unquestionably be a management function of collecting service charge money during the period of the Management Order.

57. There would be unnecessary and inappropriate scope for dispute between the Manager and the Respondent as to whether or not the Manager should be taking any give action and what would happen if the Manager did not do so. That may cause issues as to management more generally by damaging relations. It could prompt further application to this Tribunal with time and cost consequences. There would also be potential for the Manager and the Respondent working at cross purposes and for it to in any event be unclear who is responsible for managing.

58. There would also be a contrasting danger of the Manager being seen as working with or for the Respondent, as opposed to being independent of it. There is every prospect of that causing issues between the Manager and the other relevant parties. Continuation of some of the difficulties to date may result.
59. The provision would therefore fly in the face of a Management Order placing all management of matters relating to the Lease in the hands of the Manager and create unnecessary scope for conflict. It is not appropriate in those circumstances.
60. To the extent that the Respondent may find itself out of time to recover any insurance element of the service charge in the event that the Manager does not seek to recover that, the Tribunal is not without sympathy for the fact that such element as has not been recovered and is recoverable will be borne by the Respondent. It cannot of course be charged to the other Lessees, whose contribution is limited by the Lease.
61. However, the Respondent has been able for a number of years to make demands in the proper manner and to then be able to pursue non-payments of such proper demands if it had chosen to do so. It has not. That is despite the decision of the Tribunal in mid-2017, three and a half years ago, that dealt with failings on the part of the Respondent and sought to provide some assistance. It is because of that, to at least a significant extent, that the Tribunal has been asked to make the Management Order.
62. If as a consequence of the otherwise appropriate terms of a Management Order which it is just and convenient to make, the Respondent is unable to recover sums that the Respondent has had some years to deal with but has failed to and because the Manager does not consider it appropriate for him to do so, the Tribunal considers that the Respondent's loss is at its own door. It is not appropriate for the Tribunal to include that which the Tribunal considers to be an potentially problematic provision into the Management Order in consequence of that.
- Entry of restrictions against the Respondent's title
63. The Management Order will be required to be registered against the Respondent's title. It is appropriate for there to be a restriction in the terms of the Management Order attached. The Manager is given the power to apply for the restriction as the party whose appointment would be affected by lack of it. The restriction requires that any purchaser will be formally aware of the Management Order.
64. However, the Applicant sought a particular restriction that the Manager would need to approve any sale by the Freeholder.
65. The Respondent submits that such a provision goes much too far.

66. The Tribunal repeats that the Management Order is intended to remain in place following any sale, subject to any later application to discharge the Order being granted (or in due course the Order lapsing). The Tribunal considers that a change in Freeholder will not necessarily have any impact on the management of the Property.

67. The role of the Manager is to manage the Property in accordance with the provisions of the Lease, subject to the additional but similar powers contained in the Management Order, and to address issues that have arisen between the freeholder and the Lessees as may be relevant. It is not to control the ownership of the freehold title.

68. The Upper Tribunal stated in *Queensbridge* as follows:

“As regards ground 3, namely paragraph 11 of the management order which places a restriction upon the registration at the Land Registry of a disposition of the registered estate, this is the provision which has caused me most concern as to whether it was permissible for the F-tT to impose it. It is a substantial interference with the appellant’s and any mortgagee’s right to dispose of its property. Also the provisions of the management order, being registered, would in any event bind a purchaser. However the present is an exceptional case in which serious criticisms have been made by the F-tT of the appellant. The appellant cannot be relied upon to comply with the terms of the lease but it seems that the appellant can, upon the F-tT’s findings, be relied upon to be obstructive to the manager and to the respondents. The management order has only been made for a period of 2 years. If Ms Mooney was, in the appellant’s contention, acting unreasonably in refusing to consent to registration of a disposition then the appellant could make an application under section 24(9) of the Act. In the exceptional circumstances of the present case I conclude that the F-tT was entitled to impose this restriction so as to remove the prospect that the appellant might sell its interest without paying to the manager monies which it owed and might leave the manager with such rights if any if she was able to enforce against the new proprietor (whoever that might be and, if a company, wherever it might be registered).”

69. The Upper Tribunal found that consent to a sale was appropriate in that instance but exceptionally so and in the very particular circumstances. Those circumstances are somewhat different to this case.

70. The Tribunal has determined that the requirement for the Manger to consent to a sale by the freeholder would be to take the Manager’s powers too far and unnecessarily so for the role to be undertaken. It would be an unjustifiable restriction on the ability of the Respondent to deal with its property.

71. The Tribunal determines that it is not appropriate for such a restriction to be entered against the Respondent’s freehold title.

- Fees incurred by the Applicant

72. The last item, albeit described as an order for recovery of costs, is that the Applicant seeks an order that the Respondent refund to the Applicant the fees paid by the Applicant in pursuing this application.
73. Mr Edwards, and indeed the Applicant's case generally, submitted that there had been findings against the Respondent by the Tribunal in 2017, that the relevant notice had been served, that there had been no response to that and, in effect, that the Applicant had little option but to then apply for the Management Order, which the Respondent had subsequently accepted should be made.
74. The Respondent in her case, and in the submissions of Ms Pratt in particular, argued that there had been a concession early in proceedings, that the Respondent had reasonably agreed to the Management Order and that the Applicant had caused additional cost the evening before the hearing and had caused time to be taken up at the hearing by raising allegations of breach where the Respondent asserted that it had been agreed that such matters would not be addressed and hence the Respondent had not prepared its case on that basis. Those matters were said to render it not to be appropriate for the Applicant to recover the fees paid.
75. The Tribunal considers that there is significant force in the Applicant's position that it was appropriate for the Applicant to issue the application, noting that there is no response provided to the notice and that the application has succeeded, albeit aided in the particular instance by the Respondent's concession, which saved significant time and potential costs. Having issued the application, the hearing fee was also inevitably payable and the Tribunal was always necessarily going to require a hearing, even if for no more than to enable itself to be satisfied as to the proposed manager.
76. Whilst the Applicant's position in respect of breaches as set out in the Skeleton Argument was not obviously necessary- and to that extent the Tribunal does not consider that its determination of the matters in dispute would have been likely to be different if breaches had been proved, although inevitably the Tribunal cannot know for certain- the Tribunal does not consider that should alter the determination in respect of the fees payable.
77. The Tribunal considers that the appropriate order is that the Respondent repay the fees paid out by the Applicant, namely £300, and within 28 days of this Decision.

## **Decision**

78. In accordance with section 24 Landlord and Tenant Act 1987, Mr Nathan Gooch is appointed as the Manager of Kings Court, Kings Road, Lymington, Hampshire, SO41 9GS as from today's date.

79. The Appointment is subject to Mr Gooch maintaining a current certificate for professional indemnity insurance for a level of indemnity of at least £1million which specifically states that it applies to the duties of a Tribunal- appointed manager.

80. The Order shall continue until 31st December 2022. If a party wishes to extend the Order s/he must give notice prior to 30th September 2022.

81. The Manager shall manage the Property in accordance with

- i) the directions and schedule of functions and services attached to the Management Order;
- ii) save where modified by this Order, the respective obligations of the Landlord and the Lease whereby the Property is demised by the Landlord and in particular with regard to repair, decoration, provision of services and insurance of the Property;
- iii) the duties of a Manager set out in the Service Charge Residential Management Code (“the Code”) (3rd Edition) or such other replacement code published by the Royal Institution of Chartered Surveyors and approved by the Secretary of State pursuant to section 87 Leasehold Reform Housing and Urban Development Act 1993 and
- iv) the provisions of sections 18 to 30 of the Landlord and Tenant Act 1985.

82. The Respondent shall pay the £300 fees to the Applicant as set out above.

### **Further Directions**

83. Mr Gooch shall by close of business on 10th February 2021 provide to the Tribunal a copy of an amended insurance policy on which Mr Gooch is named individually, as Tribunal- appointed manager, in addition to the policy providing cover for the company.

84. If Mr Gooch does not do so and time is not extended, the Management Order will automatically cease at 00.01 on 11th February 2021.

## **Rights of Appeal**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.