



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

- Case Reference** : CHI/00HB/LAM/2019/0019
- Property** : 24 Montrose Avenue, Bristol BS6 6EQ
- Applicant** : Ms Sandi Marshall, Mr Ewan Marshall & Ms Kerry Marshall
- Respondent** : 24 Montrose Avenue Management Ltd
- Representative** : Mr Daniel George, Company Secretary
- Interested Parties** : Dr Edgar Buhl, Ms Aline Moreira -
Ms Kate O'Loughan -
- Outgoing Tribunal appointed Manager** : Mr Grant Cloke MIRPM AssocRICS of
Hillcrest Estate Management Limited
- Proposed Manager** : Mrs Shelley Fisher of South West Relocations Limited
- Type of Application** : Application to vary and extend a management order section 24(9) of the Landlord and Tenant Act 1987
- Tribunal Member(s)** : Mr W H Gater FRICS MCI Arb (Chair)
Judge Tildesley OBE
Mrs Jane Herrington
- Date of Hearing** : 15 December 2021 by Cloud Video Platform
- Date of Decision** : 26 January 2021

DECISION

The Decision

1. In accordance with section 24(9) Landlord and Tenant Act 1987 the Order made on 8 May 2020 is extended for 18 months from 26 January 2021 and Mrs Shelley Fisher of South West Relocations Limited ('the Manager') is appointed as manager of the property at 24 Montrose Avenue Bristol BS6 6EQ('the Property') in place of Mr Grant Cloke.
2. The terms of the extended Order are set out in the attached Order. Mrs Fisher is directed to indicate her agreement to the Order and provide details of the professional indemnity insurance and additional fees to the Tribunal **by no later than 2 February 2021**.
3. Mr Cloke shall comply with direction 12 of the Order made on 8 May 2020, and direction 14 of the Order made on 26 January 2021 and is to co-operate with Mrs Fisher to ensure a smooth handover.

The Application

4. The Applicants apply to extend and vary the existing management order made on 8 May 2020 by substituting Mrs Shelley Fisher in place of Mr Grant Cloke as Manager of the Property and by continuing the Order for a period of three years under section 24(9) of the 1987 Act.
5. The Application is opposed by the other leaseholders in the property who control the Respondent Management Company, namely, Ms Aline Moreira and Dr Edgar Buhl; Mr Dan George, and Ms Kate O'Loughan. Those leaseholders have also purchased the freehold of the property. They have asked for the management order to cease and for the management of the property to revert back to the Management company.
6. References to documents in bundles supplied to the Tribunal are shown [].
7. On 8 May 2020 the Tribunal found that:-
 - The Respondent agreed that the roof was in a state of disrepair.
 - Mr Duffy, Environmental Health Officer was of the opinion that the structure of the roof was compromised and that there was evidence of water ingress to multiple parts of the first floor flat.
 - Bristol Roofing Limited and ASM supplied brief reports on the roof indicating that it was in poor condition. ASM expressed its professional opinion that the roof needed to be done as soon as possible before any more damage was done or anybody was hurt.
 - There was a major fire in the basement flat in 2018 which caused £33,000 in damage.
 - Avon Fire and Rescue Service confirmed that there was no fire alarm installed at the property at the time of the fire.
 - The Respondent agreed that a fire inspection of the property was necessary.
 - The Respondent did not understand the provisions in the lease regarding the collection of service charges.

- The “machinery” for the collection of service charges in the lease was inadequate.
 - The parties were not agreed on the way forward and blame each other for the current impasse.
8. The Tribunal was, therefore, satisfied on 8 May 2020 that the threshold for making a management order under section 24(2) of the 1987 Act was met. The Tribunal acknowledged that due to the prevailing circumstances posed by the Coronavirus Public Health Emergency it was not possible to determine whether a “full” management order should be made. The Tribunal however, found that there were urgent and exceptional circumstances which met the just and convenient test for the making an interim order under section 24 of the 1987 Act. The Tribunal was satisfied that Mr Grant Cloke was suitable to be appointed as Manager. The Tribunal decided that the Order would continue until 2 December 2020, and that a hearing would be fixed on 1 December 2020 to determine whether a “full” Order should be made for a period of two years.
 9. The Tribunal determined that the primary purposes of the interim management order were to arrange for a survey of the building with a view to producing a programme of repairs and maintenance over a period of time, to carry out a section 20 consultation on the proposed works to the roof and implement the necessary works and to set up a service charge account for the collection of service charges moving forward.
 10. On 5 November 2020 Mr Cloke provided a progress report on the Management Order Mr Cloke concluded that

“I have made best efforts to progress all issues for the long-term best interests of all parties, despite difficult circumstances. It is clear that there is no agreement amongst the parties concerned to progress the works.

Due to the notable costs involved in terms of the tender returns received, specifically for the roof and external decoration works, based on the Chartered Surveyors schedule of works, and in view of all Leaseholders’ objection, I do not propose to push forward with those works and seek the Tribunal’s view.

Without scaffold access in place it is not possible for the Surveyor to carry out a full inspection of the property and therefore not possible at this stage for the Planned Maintenance Program to be produced, unless that is a desk based exercise, which I would not recommend.

Due to the time of year we are now in and the shorter days and greater risk of inclement weather, I would not advise progressing decoration works. Roof works could still take place with the addition of a temporary roof structure but there is additional cost for this.

The installation of the fully integrated alarm should proceed in order to fulfil Avon Fire’s formal request and the reinstatement of the Landlords electrical supply is connected to these works.

In view of primarily the relations with a number of Leaseholders and the view of all that they do not wish to proceed with the works, we as a company have considered our position in regard to the management

of 24 Montrose Avenue and would agree to being released from the order”.

11. On 10 November 2020 the Applicants applied to replace Mr Cloke with Mrs Shelley Fisher of South West Relocations and for the Management order to continue.
12. On 11 November 2020, the Respondent agreed to the removal of Mr Cloke as manager and indicated that they would provide further submissions in relation to the Applicants’ application to replace Mr Cloke with Mrs Shelley Fisher.
13. On 18 November 2020 the Respondent submitted a statement of case objecting to the appointment of Mrs Shelley Fisher and requesting that the management order ceased.
14. On 19 November 2020 the Tribunal agreed to release Mr Cloke from his appointment as manager with effect from 2 December 2020 save for directions 12 and 13c of the Order and the Right to Bring Legal Proceedings in Schedule of Functions and Services which remain in force until the accounts and charges have been resolved. Mr Cloke was not expected to perform routine management responsibilities from the 19 November 2020. The Tribunal, however, extended the management order until a decision was made on whether to replace Mr Cloke with another manager.
15. The Tribunal directed that the application to replace Mr Cloke with Mrs Fisher would be heard on 15 December 2020 by means of a video hearing.

The Hearing

16. At the hearing Ms Marshall was appointed spokesperson for the Applicants. Ms Kerry Marshall and Mr Ewen Marshall also attended.
17. Ms Moreira was appointed spokesperson for the Respondent. Dr Buhl and Mr George also attended.
18. Mrs Shelley Fisher, the proposed manager was present and gave evidence.
19. At the beginning of the hearing the Tribunal recorded that the Respondent had submitted further representations the day before the hearing. The Applicants had no objection to the further representations which were admitted by the Tribunal.
20. The Tribunal considered the following documents in reaching its decision
 - The Tribunal’s decision of 8 May 2020
 - The Applicant’s Statement of Case with response to Mr Cloke’s report, Section 20 observations, complaint to Hillcrest about Mr Cloke and various emails.
 - The Respondent’s Statement of Case with proposed Operating Agreement, Section 20 observations and complaint to Hillcrest about Mr Cloke.
 - A report from Mrs Shelley Fisher, the proposed manager, including, site inspection, qualifications and fee schedule, proposed Management Plan and evidence of professional indemnity insurance.

21. The parties were given the opportunity to cross examine each other during the hearing.

The Issues

22. In respect of an application under section 24(9) of the 1987 Act the Applicants are not required to serve a fresh section 22 Notice, and the Tribunal can rely on its previous finding that the threshold criterion in section 24(2) of the 1987 Act are met for the making of the management order.
23. Although section 24(9) places no restriction on how the Tribunal should exercise its discretion, the authors of *Service Charges and Management* (Tanfield Chambers 4th edition) state that the Tribunal would no doubt consider whether it is just and convenient to make the Order sought.
24. The Tribunal identified the following issues relevant to its decision on whether it is just and convenient to make the order on variation
 - The condition of the property and its current state of disrepair.
 - Whether there would be a recurrence of the circumstances that led to the making of the order if the management of the property reverted to the Management Company?
 - Whether the parties would frustrate the management order and make it impossible for the manager to carry out her responsibilities under the order?
 - Whether Mrs Fisher is a suitable person to be appointed as a manager?

Findings of Fact

25. The Tribunal does not intend to repeat the evidence given by the parties. The Tribunal sets out below its findings of fact against the evidence heard in relation to the four issues identified.

Condition of the Property

26. The property as viewed from internet images from the street is a substantial semi-detached house built around the turn of the 19th century. It is arranged on three levels; lower ground, raised ground and first floor and was converted around 1982 into three flats, one on each floor.
27. The building is constructed in solid stone with part smooth rendered elevations. The roof is pitched and believed to be tile covered. There is a full height bay to the front elevation. There is a shallow front forecourt garden which is part retained. There is no on site parking visible at the front.
28. Mrs Fisher submitted a management plan as directed. The Tribunal was assisted by Mrs Fisher's inspection report, with photographs, dated 13 November 2020. Mrs Fisher confirmed that this was not a survey but a general scoping inspection for her own purposes. Mrs Fisher did not gain access to the whole of the property.
29. Mrs Fisher highlighted several wants of repair in the report:
 - From the front garden windows appeared to be in fair to poor condition, and decorations were needed to the building fabric.

There was a health and safety issue with the basement steps.

- In the Entrance Hall there were concerns over fire precautions. The front door had a lockable lock which should be replaced with a thumb turn exit lock. There was no fire signage and no emergency lighting. Electrical installations appeared to be very old. Decoration was poor and there was evidence of a previous leak.
 - In the loft there was daylight visible due to missing or damaged tiles. Felt was damaged and there was no insulation. There was a large amount of debris and buckets in the roof.
 - Other areas of note included windows in poor condition suffering from rot and evidence of severe water ingress in upper level ceilings.
30. The Tribunal asked Ms Moreira about Mrs Fisher's inspection report. Ms Moreira accepted that the roof was in a poor state of repair but questioned Mrs Fisher's record of the poor state of internal and external decorations. Ms Moreira contended that the property was in good condition except the roof. Ms Marshall agreed with Mrs Fisher's inspection.
31. The Tribunal is satisfied with the accuracy of Mrs Fisher's inspection which corresponded with the Tribunal's finding in May 2020 that the the property is in disrepair and has remained so since the Management Order was first made.
32. The Tribunal, therefore, finds that the property required significant work to the roof, external redecorations including making good rotten joinery, and replacement and or upgrading of fire precautions to bring the property into a reasonable state of repair. The Tribunal also identified that there were issues with the Landlord's electricity supply and with the installation of the gas boiler in the roof space which would require attention..

What would happen if the Management Company resumed the Management of the property?

33. The Respondent produced an Operating Agreement [171-173] setting out how the Management Company would manage the property if the management was reverted to them.
34. That document outlined functional and financial arrangements to manage the building in accordance with the lease. It proposed instructing a full survey of the building by a Chartered Surveyor and obtaining three quotes for repair works. It prioritises roof repairs and sets out communication and funding arrangements for the future.
35. The Respondent stated in the supplementary bundle [3] that in order to be effective in managing works and preventing issues faced in the past that it would require the support of the Tribunal in the following three areas:
- 1) Direct all the Company's Directors to sign the bank account amendment to allow two signatories in order to make financial transactions instead of the current three.
 - 2) Direct all leaseholders to start paying the proposed service charge from the 1st of January 2021 with clear understanding that the service charge paid in 2021 will not be used for any of the

company's expenses of 2021

- 3) Direct all leaseholders to pay their full share of any contractor, surveyor and insurance in lump sum ahead of the commissioning of each service.
36. The Tribunal asked Ms Marshall about the proposed operating agreement. Ms Marshall believed that the proposal would not work and showed a lack of understanding of the issues.
37. The Tribunal observed that Ms Marshall reported that towards the end of Mr Cloke's appointment the leaseholders of the three flats met remotely via Zoom to explore whether they could find a way of working together [166]. To this end Mr Marshall prepared a draft document setting out what he considered to be non-contentious issues [169].
38. Ms Moreira opposed several of the points in the document, including the setting of a budget. The talks between the leaseholders broke down in acrimony.
39. When the Tribunal questioned Ms Moreira about this. Ms Moreira said she did not agree with the setting up of the budget proposed by Mr Marshall because it was not based on sound figures, they were speculative. Further if higher figures were expended Ms Moreira queried how they could be recovered. Ms Moreira pointed out that Mr Marshall's draft document did not say how the money would be placed in the fund.
40. Ms Moreira acknowledged in questioning that the management company's Operating Agreement was based on all parties making advance payments of service charges but there was no such power under the lease.
41. The Tribunal finds that there is insufficient evidence of the necessary agreement between the parties and the will to overcome the issue of funding to facilitate effective management by the Respondent.
42. The Tribunal considers that in order for the Respondent's Operating Agreement to work it would either need the support of all leaseholders or the necessary powers under the lease to fund the works and achieve its objectives. Those two elements are not there which was why the Respondent requested the authority of the Tribunal to enforce the Operating Agreement. The Tribunal is not able to do this unless a Management Order is made.
43. The Tribunal concludes that if management reverts to the Respondent the property is likely to remain in disrepair and that the arguments between the parties would continue unabated.

The Parties' Attitude to the Management Order.

44. The Tribunal stated that it was not determining in this Application whether the charges imposed by Mr Cloke were reasonable and whether he performed his duties to a reasonable standard. However, it was clear to the Tribunal that the Applicants did not understand the role of the manager, that he was independent the parties, and that they should not interfere with his management.

45. Examples of this are: Mr Marshall's 11 attempts to get Mr Cloke to state whether the surveyor considered the quotation for works to be reasonable [102] and Ms Marshall's evidence at the hearing that she had made numerous enquiries of the Manager questioning his authority and had interfered in the execution of his duties by contacting the Fire Brigade and the Housing Authority..
46. At the hearing the Tribunal asked Mrs Marshall why she felt that a manager cannot overrule leaseholders as she had claimed [112]. Ms Marshall apologised for her statement which she could not justify.
47. In his report to the Tribunal of 5 November 2020, Mr Cloke described the disagreements with leaseholders on works and complaints, including a subject access request. Mr Cloke stated that in a five-month period 1,275 emails were received in respect of 24 Montrose Avenue, most of them from the Applicants.
48. Ms Marshall responded to this point at the hearing saying that she did not accept that number but that it was inevitable that more emails would be sent, given that Mr Cloke had refused all communication except email. Also Ms Marshall said that Mr Cloke's statement of weekly updates was not true.
49. Mr Cloke also reported that one leaseholder did not agree that he should hold an access key to communal areas and that this had caused difficulties in sourcing quotes and increased the need for communication. Mr Cloke stated that he had not been able to check progress on fire doors.
50. The Respondent did not see the need to pay the additional costs of a manager for a property consisting of three leaseholds, and that it should normally be managed by the leaseholders themselves.
51. The Respondent made a complaint against Mr Cloke citing, amongst other things, the failure to produce a survey as a "gross mistake".
52. Mr Cloke reported that there was no agreement amongst the leaseholders to progress works and that without scaffold access it was not possible for a surveyor to carry out a full inspection of the property.
53. The Tribunal's finds given the evidence of the conduct of the parties during Mr Cloke's tenure that there is a real risk that if a new manager is appointed, she would face the same level of misunderstanding and resistance experienced by Mr Cloke, and would not be able to perform her role.

The suitability of Mrs Fisher

54. Mrs Fisher gave written and oral evidence in respect of her experience.
55. Mrs Fisher's firm, "S W Relocations Ltd" (the Company) was founded by her mother, Mrs Linda Fisher Dip RLM, in 1991 and was incorporated in 2002. Mrs Fisher joined the Company in 2008, and took over from her mother last year.
56. Mrs Fisher said that over the years the business had grown quickly and now employed six team members to manage a portfolio of 16 block managements, 5 estate managements and over 150 residential lets within the Bristol, South Gloucestershire, and Gloucestershire areas.
57. Mrs Fisher stated that the Company specialised in smaller sites like 24 Montrose Avenue, where there were often ongoing disputes between

resident owners, directors, leaseholders and sometimes freeholders. The Company manages several sites local to Montrose Avenue which were of a similar type. According to Mrs Fisher, the Company's portfolio was split 50:50 between leasehold management and letting.

58. Mrs Fisher said that the Company worked quite differently to larger "corporate" block management agents. The Company treated each client as an individual and understood that the concepts of long residential leasehold could be both confusing and frustrating for the average lay person.
59. Mrs Fisher stated she had been working 11 years in the industry. Mrs Fisher was a Fellow of The Association of Residential Letting Agents (ARLA) and was completing the Institute of Residential Property Management (IRPM) foundation course. Mrs Fisher has a level four NVQ in mixed letting. Mrs Fisher believed that she had developed considerable people skills in the course of her career and that her ability to explain difficult and complex issues would be of considerable benefit in the management of this property.
60. Mrs Fisher had not acted as a Tribunal appointed manager before. Mrs Fisher had researched the position of Tribunal appointed manager and spoken to colleagues about it. Mrs Fisher was aware of the status and relevance of the RICS code.
61. Mrs Fisher said her charges would be £1,800.00 per annum with fees for additional services. Mrs Fisher's stated that the Company had professional indemnity insurance to the value of £1 million and that there was a note on the policy which covered the work of a Tribunal appointed manager.
62. Mrs Fisher' style of management would be to set expectations early and create a group newsletter to disseminate information without being weighed down by enquiries. Mrs Fisher confirmed that the ARLA code of conduct was akin to the RICS code and that she was obliged, for example, to have Clients Money Protection arrangements.
63. Mrs Fisher said that her first task if she was appointed would be to encourage channels of healthy communication and educate all parties on their obligations as both a leaseholder and/or director/freeholder/shareholder, helping them understand that within the leasehold structure they might wear legally separate "hats", a fact which she believed was often overlooked or disregarded in smaller developments, leading to trouble similar to the case of 24 Montrose Avenue.
64. In preparation for the hearing she took time to inspect the property on 13 November 2020 and produced a report with photographs together with a management plan.
65. Mrs Fisher identified in her management plan that steps were required urgently to protect the building fabric and, in the absence of agreement between the relevant parties, it was vital that a pro-active manager be appointed.

66. Mrs Fisher understood that the Tribunal asked the previous manager to organise a survey of the building which was not done. Instead a surveyor was asked to write a schedule of works to include replacing the roof with a new roof covering of clay tiles and re-painting the exterior of the building. According to Mrs Fisher, the leaseholders were not supplied with a surveyor's report although it could be inferred from the schedule of works that the work quoted for was confirmed as necessary by the surveyor and in need of urgent attention. Mrs Fisher stated that if the Tribunal considers the schedule of works fulfilled the function of a survey, then there would be no need for the further expense of another surveyor.
67. Mrs Fisher added that she had seen communications from builders who said that the schedule of works was over specified leading to tender inflation. Mrs Fisher was of the view that a new independent surveyor should be asked to carry out a proper survey and then draw up a simple contract, based upon the results of that survey. The contract should be appropriate for a domestic building of this size. Mrs Fisher said she had seen recent quotations for a new roof, new lead flashings and re-decoration which were in the region of £24,000 which is what she would have expected for a property of this size and type in the Bristol area.
68. Mrs Fisher considered the existing fire alarm system in the building very old which required replacing. However in the first instance Mrs Fisher would consult with an expert on whether the current system could be brought up to standard.
69. The Tribunal noted that The Plan envisaged a timetable which prioritises the roof and fire precaution work. It sets out arrangements for funding via service charge and a special levy for initial work. The work to the roof, exterior and fire alarm provision would start by the third month.
70. Mrs Fisher confirmed that, from her site inspection, she considered that the decoration works were principally to soffits weather boards and some walls. Mrs Fisher had not seen the rear areas but identified some front gutters and downpipes which needed replacement or servicing. She confirmed that some window frames were in a poor repair. Mrs Fisher, however, on reflection identified that there was a question over whether windows were the responsibility of the freeholder. Mrs Fisher noted that the lease was silent.
71. Mrs Fisher said she would concentrate on fire safety as a priority. Mrs Fisher also stated that she might change locks on electricity cupboards and investigate the common electricity supply. On balance Mrs Fisher considers it might be best to get a specialist advisor to deal with this. Decorations were poor and some scaffolding outside would be needed. The roof was a priority and it was surprising there had not been more damage.
72. Mrs Fisher considered the location of the boiler in the roof space was unusual and that this would require further investigation.
73. Mrs Fisher had not been able to inspect the lower ground floor although had tried to make contact with Ms Moreira.
74. Mrs Fisher confirmed that she had not spoken to Mr Cloke, because she believed that his opinion may confuse the picture and be

unhelpful.

75. Questioned by Mrs Marshall, Mrs Fisher answered that one of the biggest problems with small developments was leaseholders who owned the freehold but did not understand the leasehold relationship. Mrs Fisher said she overcomes this by highlighting the implications of actions and educating the people involved. Mrs Fisher acknowledged that the management of this property would not be straightforward but with Tribunal directions and support the matter could be satisfactorily dealt with.
76. Questioned by Mrs Moreira about the inspection Mrs Fisher stated that the inspection was principally to protect her from liability issues. The purpose was to reference the property and take photographs. It was not a formal visit and not a survey but she gained helpful information about the property.
77. When asked how she would overcome the cooperation issue the large volume of emails and disputes over access Mrs Fisher replied that a Tribunal appointed manager had ultimate control of the building, standing in the shoes the landlord. What a Tribunal management appointed manager says goes. So, for example, if a key is withheld then the manager is entitled to change the lock. She added that she hoped this would not be necessary.
78. When asked about the challenge of dealing with a Section 20 matter Mrs Fisher said that it may be appropriate sometimes to apply for dispensation from the Tribunal which could impose conditions, creating a fair balance. Mrs Fisher said that there was a choice between starting a new section 20 process or applying for a dispensation and on balance Mrs Fisher would in this case apply for dispensation so as to avoid the cost of another section 20 exercise.
79. In questioning Mrs Fisher confirmed that the Company had a direct relationship with some of the builders who had tendered for the works. Mrs Fisher believed she could contact them to see whether their quotations could be tailored to a more appropriate specification for the property.
80. On the subject of the timescale Mrs Fisher was asked why she needed more than six months to complete repair works and why it was necessary for the appointment to be three years. Mrs Fisher considered that there may be ongoing problems which need to be corrected and would need sufficient time.
81. Mrs Fisher confirmed that, subject to GDPR regulations it was possible to set up a system of notifying parties by group emails which would overcome some of the communication issues faced by Mr C.
82. Mrs Fisher was asked about her understanding of the nature of a Tribunal appointed manager. Mrs Fisher said that the person would be in the shoes of the landlord reporting direct to the Tribunal and that it was a personal appointment.
83. The Tribunal's finds that Mrs Fisher is relatively inexperienced in the management of leasehold properties. The Tribunal, however, was impressed with her grasp of the issues facing the property and the parties involved.

84. The Tribunal concluded that Mrs Fisher would be a suitable person to appoint as manager having regard to her
- proposed strategies for dealing with urgent work;
 - understanding of the role and powers of a manager; and
 - response to questions on communication, interference and consultation.
85. The Tribunal asked Ms Moreira whether having heard the evidence she had changed her mind about the appointment of Miss Fisher. Ms Moreira answered that she had not had a chance to discuss the matter with the other leaseholders, but her confidence levels have not increased. Asked the same question, Mr George said it was difficult to comment.
86. The Tribunal also asked if the Respondent wished to propose another manager. Ms Moreira confirmed that the Respondent had been involved in discussions with prospective candidates but that she had received no positive responses so far. The Tribunal is not confident that it was done with any sense of conviction.

Consideration

87. The Tribunal is required to decide whether to extend and vary the existing management order made on 8 May 2020 by substituting Mrs Shelley Fisher in place of Mr Grant Cloke as Manager of the Property and by continuing the Order for a specified period of time
88. The Tribunal must first establish whether it is just and convenient to extend the appointment of manager.
89. The Tribunal found as fact that the property was in state of disrepair and that the disrepair would continue if the management of the property reverted to the Respondent as landlord. The combination of these two sets of facts would as a general rule justify an extension of the existing order.
90. The circumstances of this case, however, depart from the general rule. The Applicants who require the protection of the management order have no understanding of the role of a Tribunal appointed manager, and there was persuasive evidence that they had frustrated the operation of the management order so far. The other leaseholders also did not support the appointment of a manager.
91. The issue for the Tribunal is that although the condition of the property justifies the appointment of an independent manager, the attitudes of the parties are such that the manager may not get the co-operation required from them which carried the risk that the Tribunal Order would be brought into disrepute.
92. The Tribunal considers that resolution of this dilemma depended upon the suitability of Mrs Fisher for the appointment. The Tribunal was impressed with Mrs Fisher's understanding of the role of a Tribunal appointed manager and her grasp of the issues facing the property which overcame doubts about her inexperience with such a

role. The Tribunal finds that Mrs Fisher had a focussed plan for dealing with the disrepair and effective strategies for meeting disruptive conduct by the leaseholders. The Tribunal decides that Mrs Fisher is suitable to be appointed.

93. The Tribunal concludes on balance that it was just and convenient to extend the order and appoint Mrs Fisher in place of Mr Cloke as manager. The Tribunal decides that the disrepair, particularly the roof, and the fire precaution issues required the intervention of an independent manager. The Tribunal determines that Mrs Fisher has the necessary competence and approach to the task to perform the role of the manager despite the evidence of lack of co-operation and understanding of her position.
94. The Tribunal considers that the length of the appointment should be 18 months rather than three years because of the nature of the property with only three flats and the works required.
95. The Tribunal notes that Mrs Fisher's Management Plan envisages commencing the prioritised works by the third month. The appointment of a manager is a measure of last resort. It should be used sparingly and only when necessary. The principal works and establishment of good management should take a shorter period than three years.
96. The Tribunal determines that 18 months is a sufficient time to carry out the main tasks. The parties may apply to have this extended at the appropriate time.

Decision

97. In accordance with section 24(9) Landlord and Tenant Act 1987 the Order made on 8 May 2020 is extended for 18 months from 26 January 2021 and Mrs Shelley Fisher of South West Relocations Limited ('the Manager') is appointed as manager of the property at 24 Montrose Avenue Bristol BS6 6EQ('the Property') in place of Mr Grant Cloke.

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 by email at rpsouthern@justice.ogv.uk
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.

The Statutory Provisions

The relevant provisions in respect of this application are found in section 24(9) of the Landlord and Tenant Act 1987 which read as follows

24 (9) [The appropriate Tribunal] may on the application of any person interested, vary or discharge (whether conditionally or unconditionally) an order made under this section; and if the order has been protected by an entry under the Land Charges Act 1972 or the [Land Registration Act 2002], [the Tribunal] may by order direct that the entry shall be cancelled.