



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

**Case reference** : **BIR/00FN/LAM/2021/0004**

**Property** : **Stoughton Court, 24 Stoneygate Road,  
Leicester LE2 2AD**

**Applicant** : **Mrs L Cannon-Leach**

**Representative** : **Mr Simon Clegg of counsel, instructed by  
Jobsons solicitors**

**Respondents** : **Stoughton Court RTM Company Ltd (1),  
Talvinder Singh Billen and Satbir Kaur  
Billen (2), Paramjit Dosanjh and Rajinder  
Dosanjh (3), Jit Karu (4), Salim Boodhoo  
(5), Chanjit Minhas (6), and Mr Andrew  
Willis (7)**

**Representative** : **Mr Tom Russell, instructed by Frisby &  
Small Solicitors (for 2<sup>nd</sup> respondent)**

**Type of application** : **Application by a Manager for Directions  
under section 24(4) Landlord and Tenant  
Act 1987**

**Tribunal member** : **Judge C Goodall  
Mr G S Freckelton FRICS**

**Date and place of  
hearing** : **13 August 2021 by Video Hearing**

**Date of decision** : **18 August 2021**

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**REASONS FOR MAKING DIRECTIONS UNDER SECTION 24(4) of the  
LANDLORD AND TENANT ACT 1987**

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## **Background**

1. On 7 October 2020 this Tribunal made an order (“the Order”) under section 24 Landlord and Tenant Act 1987 (“the Act”) appointing Mrs L Cannon-Leach (“the Manager”) as the manager of the flats, communal areas and adjoining land at Stoughton Court, 24 Stonegate Road, Leicester LE2 2AD (“the Property”). The Order included the right to manage the basement of the Property, which was an unlet part of the freehold land, over which lessees had easements allowing access, and which was subject to an unregistered lease in favour of Stoughton Court Management Company Limited, which had since been dissolved.
2. For a full understanding of the issues raised in this application, the Tribunal refers readers to the decision setting out our reasons for making the Order, also dated 7 October 2020 (“the Decision”) issued with the Order itself.
3. This is an application by the Manager for directions relating to the exercising of her functions under the Order. The application was made on 12 July 2021 and was supported by a signed statement in support made by the Manager. The application arises because (in essence) the Manager has informed the Tribunal that Talvinder Singh Billen (one of the Second Respondents) is not co-operating with her or complying with the management order in respect of works he is undertaking at the basement of the Property. The Manager has asked the Tribunal to direct as follows:
  - a. All further building works in the basement to cease forthwith pending the outcome of litigation in respect of the Equitable Lease of the Common Areas.
  - b. The car park to be cleared of all building waste and rubble forthwith.
  - c. The Manager and/or her servants and agents to be given immediate unfettered access to the basement and all electrical, gas and fire alarm equipment to carry out a full report and effect repairs.
4. The Manager also asks that the directions be endorsed with a penal notice in the following form:

“If you the within-named Mr Talvinder Billen or anyone instructed by you or on your behalf, do not comply with this order you may be held to be in contempt of court and imprisoned or fined, or your assets may be seized.”
5. The application was considered by a Procedural Judge who issued directions on 20 July 2021. The Judge listed the Manager as the Applicant and all the respondents to the original proceedings for appointment of a manager as Respondents. One of the original applicants, Mr Andrew Willis, purported to file a witness statement broadly in support of the Manager’s application. The application was listed for hearing by video conference on

13 August 2021. At the hearing, Mr Simon Clegg of counsel represented the Manager, who did not attend. Mr Tom Russell of counsel represented Mr Billen. Mr Willis was also present. There were three witness statements before the Tribunal; that of the Manager as already identified, Mr Willis's statement, and a statement from Mr Billen on behalf of the Second Respondent. No other party attended or made any representations to us.

6. As a preliminary issue, the Tribunal considered whether to admit the statement from Mr Willis, and to offer him the opportunity to address the Tribunal. This was opposed by Mr Russell on the grounds that (a) the Manager can represent his interests, (b) he has shown a degree of animosity towards Mr Billen and he will therefore find it difficult to express an objective view, and (c) that his statement was not in the bundle and from an efficiency point of view it may cause administration difficulties.
7. The Tribunal did not accept these submissions. In the interests of justice and fairness, it was clearly appropriate for the Tribunal to hear from an interested party, Mr Willis undoubtedly fell into that category, it was impossible to distinguish him from the other Respondents who could have made representations if they had wished as they were parties, all parties had his statement in electronic form and could easily refer to it, and he already had all the other evidence that was available to the Tribunal. The Tribunal was also well aware of the nature of the relationship between Mr Willis and Mr Billen and was able to take that into account. We therefore directed that Mr Willis be added to these proceedings as a respondent.

### **Decision**

8. Our decision on the application is to make directions as are set out in a Direction of even date herewith. We have made the following directions, and we have endorsed our Direction with a penal notice addressed to Mr Talvinder Singh Billen:
  1. All further building works in the basement at the Property are to cease forthwith and no further attendance at the basement by any party is permitted without the express written authority of the Manager.
  2. The car park is to be cleared of all building waste and rubble forthwith by the Second Respondent.
  3. The Manager and/or her servants and agents are to be given immediate unfettered access to the basement and all electrical, gas and fire alarm equipment to carry out a full report and effect repairs.

## Reasons

9. We set out below our reasons for issuing the Directions.

### Law

10. We firstly set out the main provisions and cases that govern an application for Directions under section 24(4) the Act.

11. Section 24 itself sets out the requirements that must be met before a tribunal can appoint a manager. The relevant provisions are:

24 Appointment of 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.

...

(3) The premises in respect of which an order is made under this section may, if the tribunal thinks fit, be either more or less extensive than the premises specified in the application on which the order is made.

(4) An order under this section may make provision with respect to—

(a) such matters relating to the exercise by the manager of his functions under the order, and

(b) such incidental or ancillary matters, as the tribunal thinks fit;

and, on any subsequent application made for the purpose by the manager, the tribunal may give him directions with respect to any such matters.

(5) Without prejudice to the generality of subsection (4), an order under this section may provide—

(a) for rights and liabilities arising under contracts to which the manager is not a party to become rights and liabilities of the manager;

- (b) for the manager to be entitled to prosecute claims in respect of causes of action (whether contractual or tortious) accruing before or after the date of his appointment;
- (c) for remuneration to be paid to the manager by any relevant person, or by the tenants of the premises in respect of which the order is made or by all or any of those persons;
- (d) for the manager's functions to be exercisable by him (subject to subsection (9)) either during a specified period or without limit of time.

...

(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 registered under the Land Charges Act 1972 or the Land Registration Act 2002, the tribunal may by order direct that the entry shall be cancelled.

(9A) the tribunal shall not vary or discharge an order under subsection (9) on the application of any relevant person unless it is satisfied—

- (a) that the variation or discharge of the order will not result in a recurrence of the circumstances which led to the order being made, and
- (b) that it is just and convenient in all the circumstances of the case to vary or discharge the order.

...

12. The scope of the management powers that the tribunal may grant has been considered in a number of cases. In *Maunder Taylor v Blaquiére* [2002] EWCA Civ 1633, Lord Justice Aldous in the Court of Appeal said at paragraph 35:

“[35] The Landlord and Tenant Act 1987 was a radical piece of legislation which in a number of respects impinged upon the contractual rights of landlords.”

And at paragraph 41,

“[41] In my view the purpose of Part II of the 1987 Act is to provide a scheme for the appointment of a manager who will carry out the functions required by the court. That manager carries out those functions in his own right as a court-appointed official. He is not appointed as the manager of the landlord or even of the landlord's obligations under the lease. That being so, Mr Maunder Taylor

was a court-appointed manager appointed to carry out those duties required by the order appointing him. ...”

13. In *Cawsand Fort Management Co Limited v Stafford* [2007] 1 EGLR 85 at [31], Mummery LJ said:

“The practical purpose of Part II [of the Act] is to protect the interests of the lessees of premises which form part of the building, by enabling them to secure, through the flexible discretionary machinery of the appointment of a manager, the carrying out of the management functions which they are entitled to enjoy “in relation to” the premises of which their flats are part.”

14. Enforcement of a management order under section 24 of the Act is governed by section 176C of the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”) which provides as follows:

“Any decision of the First-tier Tribunal or Upper Tribunal under or in connection with an enactment specified in section 176A(2), other than a decision ordering the payment of a sum (as to which see section 27 (enforcement) of the Tribunals, Courts and Enforcement Act 2007), is to be enforceable with the permission of a county court in the same way as orders of such a court”

15. The Landlord and Tenant Act 1987 is one of the specified enactments mentioned in section 176A(2) of the 2002 Act.

16. In *Octagon Overseas Limited and Canary Riverside Estate Management Limited v Coates* [2017] EWHC 877 (Ch) (“*Octagon v Coates*”) HHJ Karen Walden-Smith (sitting as a Deputy High Court Judge) considered the correct route by which enforcement should take place. Paragraph 37 of the decision is as follows:

“There were two ways in which the Respondent could have sought to take steps to ensure that the management order was complied with: the Respondent could have applied to the FTT (Property) for further directions and orders including, if appropriate, for a penal notice to be attached to the management order; and the Respondent could have made an application to the County Court pursuant to the provisions of CPR 70 and section 176C of the 2002 Act for permission for the management order to be enforceable “in the same way as orders of such a court.” I do not consider that such applications would have to be made in the alternative, albeit that the Respondent might decide one course was preferable to the other.”

### *The Manager’s concerns*

17. The Manager’s statement informed the Tribunal that she has found it almost impossible to manage the property due to the ongoing actions of

Mr Billen. She also referred to urgent health and safety concerns, and nuisance concerns affecting the other occupiers of the Property. She said that Mr Billen was continuing, and had continued ever since the Management Order was made, to convert the basement into two new flats. She assumed he intended to sell or let them to make a profit.

18. The Manager said in her statement that the ongoing basement works had resulted in cracking to the building, damage to the tarmac outside the basement, placement of rubble and building waste on that area, dust, and blocking of the entrance, all for a period of seven months.
19. She also said that works to re-route a water pipe had taken place without her consent, or the consent of the local water authority to the best of her knowledge.
20. The Manager said she had also received complaints from lessees that the works were disrupting the lighting to the stairwells and the emergency lighting system, that external lighting had been disconnected, the fire alarm system had been stripped out from the basement, and the fire alarm is showing a permanent fault.
21. The Manager said that she had instructed an electrician in December 2020 to assess the situation and carry out repairs but he had been abused and intimidated by Mr Billen's contractors and denied entry, so had been forced to leave.
22. There is a specific incident referred to in the Manager's statement that took place on 3 February 2021 when she attended the Property and took photographs, but the contractors on site attempted to prevent her from accessing the area and taking the photographs.
23. The Manager's conclusion was that Mr Billen is showing contempt for her appointment as the Manager, and that he is clearly determined to continue with his personal plans irrespective of her appointment.
24. The Manager also drew the Tribunal's attention to the grounds upon which the Upper Tribunal refused to permit the Second Respondent to appeal the Decision, at paragraph 6, in which Judge Elizabeth Cooke said:

“The applicants also complain that the manager is enabled by the FTT's order to deal with the unlet basement, without proper justification, and that contractual rights are interfered with. I find that this is amply explained by the FTT's findings at paragraphs 117 to 120 and at paragraph 146 and 147. Mr Billen's own conduct makes it essential that the manager should take control of the basement. “
25. The Manager attached a number of photographs to her statement as exhibits “LC1” and LC3” (there is no “LC2”), but the exhibit front sheets were not supplied. We therefore only have a series of photos without being

able to tell which were intended to be the photographs the Manager wished us to see. There is however a suite of photographs in Mr Willis's statement (his exhibit 1) which are dated which we have taken into account in this decision.

Mr Willis's evidence

26. Mr Willis confirmed that Mr Billen has progressed works to the basement, that the surface of the car park area by the garages had been dug up and damaged, that an external wall and security gate enclosing the rear staircase has been demolished, and that internal walls in the basement had been demolished and the foundations had been excavated. He expressed the view that these works had resulted in numerous cracks to the internal walls within the top floor of the property, due to the works effecting the foundations of the building and structural walls. He exhibited a survey report from a firm called Farrow Walsh, dated November 2020. This confirmed cracking of some internal walls, but no evidence of structural damage. No cause is specifically attributed to the cracking, but it is said this type of damage can occur when building works are undertaken. The recommendation is to monitor the cracks and seek advice if they widen.
27. With regard to health and safety issues, Mr Willis says that no notification to the Health and Safety Executive of the basement works has been made, as is required.
28. His next criticism is that applications to carry out alterations to move the incoming gas and electric supplies and meters were submitted in the name of the leaseholder of Flat 4 (i.e. himself) without consent or agreement of the leaseholder or the Manager.
29. Mr Willis also says that the power has been cut off to Flat 4 on a number of occasions without any notification or agreement. He said that the network service provider, Western Power, having investigated the power loss, issued a written warning to the contractors for tampering with their main fuses without permission or prior written approval. He also says that the security clip they reinstalled to the fuse serving the common parts had been cut again at a later date.
30. Mr Willis informed the Tribunal that he had had conversations with a Mr Parmjit Singh who was site manager and had overseen the majority of the works at the Property. In oral exchanges between them, Mr Willis said that Mr Singh declared himself a 50% investor of the basement. In one exchange that took place in the car park, he was highly confrontational and aggressive, dismissing the rights of resident leaseholders, stating the Management Order was a joke and that the First-tier Tribunal was a 'noddy' court, dismissing the court appointed manager as being a 'girl' that won't be able to manage the property, and that he was the manager in charge of Stoughton Court. Mr Willis said that Mr Singh has been verbally



abusive to him, and has orchestrated a malicious campaign of false and unwarranted accusations of racial abuse.

31. Mr Willis also criticised Mr Billen for interfering with his rights of access to his garage.
32. In his oral evidence, Mr Willis said that he had witnessed an exchange between Mr Singh and the Manager that he thought is most likely to have been the exchange she said took place on 3 February 2021. He confirmed that he observed Mr Singh try to stop the Manager taking photographs by putting his hand over her camera lens and try to prevent the Manager entering the basement.
33. In his statement, Mr Willis included his own version of directions he would like the Tribunal to make. These were substantially more draconian than those sought by the Manager.

*The Respondent's response*

34. Mr Billen was not called to give oral evidence.
35. In his statement, he confirmed that his position is that the basement belongs to him and his wife, and that following the Management Order, he continued with works in the basement. It is clear that he believes he has a right to develop the basement, and that the lease to SCMCL does not bind him. He also talks about being willing to bring any new flats he develops into a service charge regime.
36. Mr Billen recounted details of negotiations he has held with the Manager about the management of the Property. In those negotiations, he was warm to the idea of granting a new lease of the common parts and the formation of a new management company, to be owned by all lessees, to undertake future management of the Property. It was clear however that Mr Billen was not willing to contemplate that the basement should be included within the common parts, as the negotiations envisaged that he be allowed to complete the basement flats.
37. The negotiations commenced with an email dated 22 December 2020 from the Manager to Mr Billen's solicitor in which she proposed permitting the development of two basement flats in return for new documentation to vest the common parts in the RTM company, or to grant it a new lease, and that Mr Billen discharge his service charge arrears of £30,000. No reply had been received by 7 January so on that date the Manager emailed again to say that she would now be proceeding to take measures to prevent further building works in the basement, and would apply for a vesting order in respect of the common parts lease.
38. Mr Billen accepted that these negotiations foundered. From the email exchanges he provided, it is apparent that the sticking point is the service

charge arrears, which he disputes. Although meetings were held between the parties, which Mr Billen recounts, it is evident that as at the time of this hearing, no significant change in the parties positions has taken place.

39. It is Mr Billen's case that it was not until 14 May 2021 that the Manager actually asked him to cease work on the basement. Until then, she had taken no steps to stop the works.
40. With regard to the conduct of the works, Mr Billen's statement said that he has co-operated with the Manager during the conduct of the works, and that he had specifically agreed not to do anything that might cause interference with residents without first giving them notice. So far as altercations with Mr Willis are concerned, Mr Billen's position is that it is Mr Willis who has been harassing his contractors.

Submissions on behalf of the Manager

41. Mr Clegg's primary point was that the Manager is finding it impossible to manage the Building in the light of Mr Billen's conduct, and the ongoing work in the basement. Ongoing negotiations to resolve the legal dispute regarding the vesting order and the equitable lease have ground to a halt, and there are urgent health and safety issues, and nuisance issues to deal with. Mr Billen is insistent that he is entitled to carry on with the basement works, and appears unwilling to accept the Manager's authority.
42. Mr Clegg suggested that the Manager, as an officer of the Tribunal, is attempting to take a neutral stance in the dispute between the lessees. She has reached the point where she now asks for the assistance of the Tribunal to take control of the Property, after her proper attempts to seek a settlement have foundered.
43. On the question of whether the Manager has permitted the building works to continue, Mr Clegg submitted that the email exchange that started on 22 December 2020 cannot in any sense be regarded as permission to continue works. Indeed, he suggested there can be no doubt that the Manager's view was that Mr Billen did not have permission; she would only give it if all the conditions in her offer were accepted, which they were not.
44. In response to a question from the Tribunal about the functions in the Order with which the Manager was having difficulty, Mr Clegg referred to the very nature of the appointment as manager, which implied a right to control the property over which the appointment was made. He also referred to paragraph 6(i)(c) of the Order which empowered the Manager to "protect the assets and enforce the rights of the First Respondent and the Lessees arising from the terms of the Leases and the SCML Lease". He said that paragraph, together with the general rights of a manager to take control of a building, were adequate to give the Manager the right to require work to cease in the basement and to justify the directions sought.

### Submissions on behalf of Mr Billen

45. Mr Russell made four main submissions. Firstly, he said the Tribunal did not have jurisdiction to make the orders requested. If the Tribunal did not agree, he said, secondly, that on the merits of the application, no order should be made. Thirdly, if the Tribunal was not with him on that question, he said the terms should be much more limited than those requested, and fourthly, he said there could be no justification for including a penal notice in any order the Tribunal was inclined to make.
46. On jurisdiction, Mr Russell's point was that the order sought should be obtained from a County Court in the form of an injunction, which would require an undertaking in damages to protect the injuncted party from loss if the injunction were not confirmed within the substantive proceedings. He distinguished *Octagon v Coates* on the grounds that that case concerned enforcement of a specific obligation to hand over keys, whereas this case involved the seeking of directions.
47. Furthermore, he said that the Manager must identify the specific function set out in the management order with which she required assistance in order to bring the provisions of section 24(4) into play.
48. On merits, Mr Russell was critical of the lack of detail contained in the application by the Manager, and her failure to attend the hearing to support the application. She had failed to provide a proper and professional account. The Tribunal should also be wary of relying on any picture painted from Mr Willis's evidence bearing in mind the animosity between him and Mr Billen.
49. The position was, Mr Russell suggested as his key point, that the basement works were unobjectionable and had not been objected to until May 2021. It would be going much too far to put an end to those works, which the Manager had been happy to see continue until May 2021.
50. On the terms therefore, the only direction the Tribunal should make, should the Tribunal be minded to make any at all, was a direction to provide access to any part of the building. The Manager was entitled to do that anyway.
51. With regard to the penal notice, Mr Russell submitted that there was no evidence that it was needed, and it would be disproportionate to include it in any directions made by the Tribunal.

### Discussion

52. In the absence of the Manager at the hearing, some of the disputed facts apparent in the statements we considered could not be resolved. However,

we were able to make some findings of fact from the undisputed or incontrovertible material that we considered, as follows:

- a. The making of the Order has had no discernible impact upon Mr Billen's determination to develop the basement into two flats. He has an apparently unshakeable belief that he cannot be prevented from developing the basement;
  - b. We find that there is no basis for Mr Billen to believe that the Manager consented to his continuing with the basement works. All indications that she would consent were predicated on reaching settlement terms, which were never acceptable to Mr Billen. Continuation of building work was therefore entirely at Mr Billen's risk, in the knowledge that the Manager might require him to stop work at any time;
  - c. The building works have been extremely disruptive. We find that the dated photographs provided by Mr Willis provide an accurate portrayal of the state of the Building on the dates they were taken. What is shown is an extremely untidy site, clearly interfering with the use and enjoyment of the Property by the other lessees for a substantial period of time;
  - d. On two occasions the Manager has been impeded in her attempts to inspect the Property, firstly through her appointed electrical agents in December 2020 (which appears to be undisputed by Mr Billen), and secondly on 3 February 2021 when Mr Billen's contractors attempted to prevent her entering the Property and stop her taking photographs;
  - e. Internal water supply pipework has been altered without the consent of the Manager. Mr Billen has not provided the details of any consents in his statement;
  - f. Throughout most of the period from the making of the Order until the hearing, Mr Willis has been impeded in the exercise of his right of access to his garage.
53. We are not able to make any findings in relation to other issues of disruption to services.
54. In the light of these findings, we now take a step back to consider the current situation from a broader perspective. Where a building contains more than one residence, it is almost universally the case that the rights and obligations between the occupiers are governed by leases which set out who has to do what to ensure the building can be properly managed. Most people will not buy (and most mortgagees will not lend on) a residential leasehold property unless there is a mechanism whereby it can be maintained and managed in a way that is legally enforceable. However,

as we identified in the Decision, the lease structures at the Property have broken down. This is a serious management problem.

55. In paragraphs 135, 136, and 137 of the Decision, we identified the three main problems for the lessees of the Property as the lack of legally binding contractual documentation, the animosity between the parties, and the chaos that arises for leasehold buildings if properly demanded service charges are not paid. The Manager has the unenviable task of seeking to resolve all three problems.
56. In our view, unless or until the first issue of contractual documentation / resolution of the dispute regarding legal rights is resolved, it is entirely pointless for Mr Billen to develop the basement into flats. We think that Mr Russell's argument to the effect that the basement works are unobjectionable is flawed. That argument takes no account of the existing rights of the lessees, contained in their leases, or the clear intention of those who set up the development for the lessees of the Property to have shared ownership of the common parts, including the basement. In essence, Mr Billen treats the basement as his own. He is wrong to do so; it is a shared resource in which lessees also have an interest. Until agreement is reached on this issue, or litigation resolves the dispute, it should be the Manager who has control of the basement, not Mr Billen.
57. The key point about the appointment of a manager is that the manager acquires the right to control the property he or she is appointed to manage. He or she is entitled to determine who may occupy or use the property.
58. We are entirely persuaded that until Mr Billen demonstrates that he fully understands the rights that others have in the Property, and takes account of them, it is essential that the Manager should be supported by the Tribunal in taking control of the basement and deciding what, if anything, may be undertaken in it.
59. We can therefore entirely see why the Manager has requested that we make directions, and we are minded to do so, but we first need to consider whether there is force in Mr Russell's submissions that we cannot or should not do so.
60. We do not accept that we have no jurisdiction to make the directions requested. We agree that in essence they operate in a very similar way to an injunction in the County Court, but we rely upon paragraph 37 in *Octagon v Coates*, quoted above. That case was indeed about enforcement of a specific term of the order made in that case, but in our view, so is this case. Here, the Manager is seeking to enforce her right to take control of the basement which is inherent in her appointment as manager. We also take the view that deciding what goes on in the Property is a function of the Manager, and well within the scope of section 24(4) of the Act.

61. On the merits, we have dealt with Mr Russell's argument in paragraph 56 above.
62. So far as the terms requested are concerned, we have no doubt that it is necessary for the directions to give a clear message that it should be the Manager who decides what goes on in the basement, not Mr Billen. To be clear, our intention is to ensure that it is the Manager who has control of the basement.
63. We have given careful thought particularly to the first direction, which is not in the terms sought by the Manager. We were concerned about whether it was sufficiently flexible as drafted, and what the timing of the restriction that it imposes would be. Fixing the existence of the restriction by reference to the outcome of litigation alone may become unnecessarily restrictive, as it is to be hoped that all parties will continue to make reasonable efforts to resolve the management challenges at the Property, possibly by some innovative solutions not yet voiced. As the aim is that the Manager has control of the Property, we have changed the wording so that she has discretion to allow access for Mr Billen, but we imagine she will only do so if it assists in resolving the problems.
64. We also considered that there is some force in the argument that it would be unfair to Mr Billen if there was no time limit to the restrictions being imposed upon him. We trust that the Manager will wish to progress all litigation with expediency, including litigation to resolve the outstanding service charge disputes. We draw Mr Billen's attention to his right to seek a variation of the Management Order under sub-section (9) of section 24 of the Act. We considered imposing a time limit upon the existence of the directions we are issuing, but in the end decided against. But we would wish the parties to be aware that if reasonable progress is not being made in resolving the issues at the Property outlined above within, say, 6 months, the Tribunal may take a different view on the permanence of the directions we have made.
65. So far as a penal notice is concerned, we cannot ignore the findings we made in the Decision in paragraph 132. We have no confidence that Mr Billen would accept the directions we make without there being a sanction for refusal to comply, and we have therefore included a penal notice in the directions. The wording of the penal notice largely follows that recommended in paragraph 87 in the judgement of the Deputy Chamber President of the Upper Tribunal (Lands Chamber) in *Coates v Marathon Estates Limited [2018] UKUT 0031*, but expanded to include "anyone instructed by you or on your behalf". In our view that wording is justified because Mr Billen acts through his agents and associates in conducting building work.
66. For the reasons expressed, we decided to make the directions appearing in the order we made of even date herewith.

## **Appeal**

67. Any appeal against this decision must be made to the Upper Tribunal (Lands Chamber). Prior to making such an appeal the party appealing must apply, in writing, to this Tribunal for permission to appeal within 28 days of the date of issue of this decision (or, if applicable, within 28 days of any decision on a review or application to set aside) identifying the decision to which the appeal relates, stating the grounds on which that party intends to rely in the appeal, and stating the result sought by the party making the application.

Judge C Goodall  
Chair  
First-tier Tribunal (Property Chamber)