



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

Case reference	:	LON/00AE/LVM/2020/0012 V:CVP
Property	:	244 – 258 Church Lane, London, NW9 8SL
Applicants	:	Mr H Chavda (254a Church Lane) Ms L Wiltshire (244a Church Lane) Mr P Joshi (256a Church Lane)
Respondent	:	Criterion Estates Limited
Type of application	:	Application for a variation of a Manager Order under section 24 of the Landlord and Tenant Act 1987.
Tribunal members	:	Ms H C Bowers MRICS
Date and venue of hearing	:	6 October 2021 by CVP Remote hearing
Date of this Decision	:	28 October 2021

DECISION

The Tribunal makes a Management Order and appoints Mr Christopher Hills as the Manager of 244 – 258 Church Lane, London, NW9 8SL with effect from 28 October 2021. The appointment is for a term of five years and will expire on 25 March 2027.

Remote Hearing Arrangements:

(A) This has been a remote video hearing which has been consented to by the parties. The form of remote hearing was V:CVP. A face-to-face hearing was not held because it was not practicable, and no request was made for a face-to-face hearing. The documents that the Tribunal was referred to amounting to a bundle of 98 pages prepared by the Applicants. There are no documents from the Respondent who has not engaged with these proceedings.

(B) The remote video hearing took place on 6 October 2021. In attendance were two of the Applicants, Mr Chavda and Ms Wiltshire and an interested party, Mr Gill and the proposed Manager, Mr Hills of Bridgeford & Co Ltd.

REASONS

The Issues:

1. The Tribunal received an application dated 11 August 2020 seeking a determination from the Tribunal for an order appointing a Manager under section 24 of the Landlord and Tenant Act 1987.
2. The application seeks an appointment of Mr Christopher Hills to be the Tribunal appointed Manager for an indefinite period or in the alternative that Mr Hills' appointment is for a period of between 5 to 10 years.
3. The Tribunal is therefore required to determine whether it is satisfied that there are relevant circumstances that would allow the making of an order and that it is just and convenient in all the circumstances to make an order.

Background:

4. Mr Hills was appointed as Manager of 244-258 Church Lane, London, NW9 8SL (the subject property), following a decision of the Tribunal in November 2011. The appointment was for a period of two years starting 1 December 2011. After that initial appointment expired, Mr Hills was re-appointed by a decision dated 18 September 2014 under case reference LON/00AE/LAM/2014/0014. Under a 2017 decision, under case number LON/00AE/LAM/2017/0019, Mr Hills' appointment was varied so that the term of his appointment was due to expire on 3 September 2020. The terms of Mr Hills' management were set out in an Agreement appended to a decision dated 18 September 2014 under the LON/00AE/LAM/2014/0014 reference.
5. An application was made in 2020 under case number LON/00AE/LAM/2020/0012 for a further variation to extend Mr Hills appointment. That application was made in July 2020 and the Tribunal made Directions on 30 December 2020 that included an Interim Order that extended Mr Hills' appointment until 31 May 2021 with the intention that the case was to be determined as a paper determination in the week commencing 22 March 2021. It should be noted that the Applicants had fully complied with the Tribunal's Directions. Sadly, this case was not determined in time and the Interim Order lapsed.
6. To progress the matter a Case Management Hearing (CMH) was held on 4 August 2021 by CVP video platform. Following that CMH a further application was made dated 11 August 2021 by the Applicants. A Further Interim Order was made that allowed Mr Hills to continue his role as Manager. The Interim Order was made until there has been a final determination of this case.
7. By the current application made on the 11 August 2021, the Applicant seeks a Management Order to appoint Mr Hills either on an indefinite period but with a break clause option for Mr Hills or in the alternative for a period of 5 to 10 years. Included with the application was a copy of the section 22 notice served on the Respondent/landlord with evidence of the posting of that notice. The application is made by Mr Chavda and two other residential leaseholders, Ms Wiltshire and Mr Joshi. The application is supported by five of the tenants of the retail units,

Ms Y Arslan (252 Church Lane); Mr L Murphy (244 Church Lane); Mr N Rahman-Blake (254 Church Lane); Mr R Sugunanandarajah (256 Church Lane) and Mr K S Gill (248 Church Lane).

The Law

8. This application is under section 24 of the Landlord and Tenant Act 1987 and that section is set out in an Appendix to this decision document.

Inspection:

9. The Tribunal has not inspected the property but from the papers it is understood that the subject property is a purpose-built development of eight maisonettes on the first and second floors and eight retail units on the ground floor. It was explained that there were no internal communal parts but there were external shared areas including shared balcony areas. It was stated that two of the retail units, 250 and 252 Church Lane, were units retained by the Respondent/landlord and that one of these units had been vacant for several years.

The Hearing:

10. At a hearing on 6 October 2021, by remote video hearing on the CVP platform, Mr Chavda and Ms Wiltshire attended as Applicants and Mr Gill as an interested party. Mr Hills the current Tribunal appointed Manager was also present. The Respondent landlord, Criterion Estates Limited, was not represented at the hearing.
11. The Tribunal has received a bundle from the Applicants in two parts and comprising of a total of 98 pages. There has been no engagement by the Respondent and no documents have been provided by or on the behalf of the Respondent. This decision has been made based on the documents in the bundle and the submissions made at the hearing.
12. A section 22 notice dated 6 August 2021 was served on the Respondent. The Notice set out the grounds of the application to appoint a manager. It also set out the issues that the residential tenants sought to be remedied, how those issues could be remedied and the timescale for such remedies. There has been no engagement by the Respondent/landlord to the notice and no involvement in the management of the subject property in over ten years.
13. Mr Chavda explained that the Respondent has not taken any steps to ensure the management of the subject property for several years and since 2011 the management function has been carried out by Mr Hills. There is frustration as two of the retail units 250 and 252 Church Lane are retained by the Respondent, but it has not made any contribution towards the management of the building and it has accrued service charge arrears of approximately £15,000. In respect of 250 Church Lane this is a vacant unit and has been vacant for several years.
14. At the CMH, Mr Hills explained that there were a number of management issues that needed to be addressed. At the main hearing he confirmed that the insurance

policy is now in place and service charge demands have been issued and although some leaseholders have paid, there were still some arrears and that steps were needed to recover these. In respect of service charge contributions, it was explained that the service charge proportions are 7.5% for each retail unit and 5% for each flat. Although there are provisions for a sinking fund, currently this has not been sought due to the practicalities of the recovery of monies.

15. There were some outstanding works to a loose cast iron downpipe that was overhanging a garden area. Mr Hills confirmed that as funds were now available that he had instructed a contractor to do the works and was currently awaiting confirmation that the work had been carried out. Likewise, in respect of a planned Fire, Health and Safety Audit, now funds were available instructions would be given for this work to be undertaken.
16. Mr Hills confirmed his fee proposal based on a fixed figure of £250 per unit irrespective of whether they were retail or residential units. There is an insurance administration fee of £550 plus VAT per annum. This was a separate fee to ensure greater transparency and that in relation to the fee he assisted in any claims' administration. There are also other fees for the administration of major works at a fee of 14% plus VAT of the cost of the works and an hourly rate for any additional works agreed on a case by case basis.
17. Mr Hills confirmed Professional Indemnity insurance of £2,000,000 and that his name was specifically included on the policy. The service charge funds for the subject property are held in a separate trust account. Mr Hills stated that he was a member of ARMA and that due to a newly appointed director, his firm may pursue membership of the RICS. However, Mr Hills confirmed that he will comply with the current edition of the RICS Code of Practice. In respect of the ARMA membership it was stated that this had a members' complaint process. Mr Hills also explained that his firm was registered with the Property Ombudsman. Mr Hills' firm had been involved in the management of over 110 blocks. There has been a recent period of reconciliation to focus on the firm's strengths.
18. In respect of the terms of the proposed Management Order, Mr Hills had made some annotations to the draft management order. His main concerns were that he should not have personal liability for the payment of the insurance premiums if there were insufficient funds available. He also sought the provision for the recovery of litigation costs if the manager was to pursue a leaseholder, tenant or the Respondent/landlord. He explained that under the current arrangement he did not recover the ground rents and this was something left with the Respondent/landlord, but that in fact no ground rents had been sought for several years. Mr Chavda also enquired about the possibility of the Manager taking over responsibility for the provision of information in respect of any pre-sales enquiries.

Discussion and Decision:

19. I am satisfied that the Respondent has not engaged in any management of the building for at least ten years. A section 22 Notice has been served on the

Respondent/landlord and there has been no response and none of the issues raised in that Notice have been addressed. I determine that these are circumstances that are envisaged by section 24(2)(b). I am also satisfied that it would be just and convenient to make an order appointing Mr Hills as the Manager for the subject property. Without Mr Hills appointed as Manager this property would not be insured and there would be no overall management of the building.

20. Whilst I acknowledge that it is onerous for the Applicants to make future applications for extensions or variations to any appointment, I do not consider that it is appropriate for Mr Hills to be appointed for an indefinite term. Whilst the Respondent/landlord has not engaged with its contractual responsibilities, the company is not 'missing' and at some point, it may be appropriate that the future management of the property is reviewed. Mr Hills indicated that he would be willing to be appointed for a term of three to five years. A period of less than three years would not be conducive to the effective management of the property. I consider that a term of five years would be appropriate in this case. I make this decision on the basis that the parties and the Manager have the option to make an application to vary at any time.
21. I now turn to the specific terms sought by Mr Hills and the Applicants. In relation to the liability for insurance, Mr Hills' appointment is a personal appointment and under paragraph 39 of the attached Management Order, he is obliged to maintain appropriate building insurance for the subject property. However, I highlight the provisions of paragraph 13 of the Management Order, in that Mr Hills may apply to the Tribunal for Directions in circumstances where there are insufficient sums to discharge the Manager's obligations. In addition, as stated at paragraph 11, he may, at any time, apply to vary or discharge this Order pursuant to the provisions of section 24(9) of the Act.
22. Mr Hills raised an issue regarding the recovery of litigation costs against the Respondent/landlord. Provision is made in the Management Order at paragraph 6 that the Respondent/landlord is required to contribute a total of 15% of the service charge sums, including insurance, for the two retained retail units. To the extent that the Respondent/landlord has the obligation to make such a contribution, then under paragraphs 13, 17-19 and 28 of the Management Order gives the Manager the ability to seek Directions from the Tribunal, conduct legal proceedings and seek a determination of relevant costs that are in dispute.
23. Mr Chavda requested that the Manager takes over responsibility for the provision of information in respect of any pre-sales enquiries. Provision for this is included at paragraph 16 of the Management Order.

Name: MS H C Bowers

Date: 28 October 2021

Rights of appeal

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

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

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

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

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

**Appendix - The Law
Landlord and Tenant Act 1987**

Section 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.

(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

(iii) that it is just and convenient to make the order in all the circumstances of the case; [...]⁶

(ab) where [the tribunal]¹ 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 the order in all the circumstances of the case;

(aba) where the tribunal is satisfied—

(i) that unreasonable variable administration charges have been made, or are proposed or likely to be made, and

(ii) that it is just and convenient to make the order in all the circumstances of the case;

(ac) where [the tribunal]¹ is satisfied—

(i) that [any relevant person]⁴ 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]¹ is satisfied that other circumstances exist which make it just and convenient for the order to be made.

(2ZA) In this section “*relevant person*” means a person—

(a) on whom a notice has been served under section 22, or

(b) in the case of whom the requirement to serve a notice under that section has been dispensed with by an order under subsection (3) of that section.

(2A) For the purposes of subsection (2)(ab) a service charge shall be taken to be unreasonable—

(a) if the amount is unreasonable having regard to the items for which it is payable,

(b) if the items for which it is payable are of an unnecessarily high standard, or

(c) if the items for which it is payable are of an insufficient standard with the result that additional service charges are or may be incurred.

In that provision and this subsection “*service charge*” means a service charge within the meaning of section 18(1) of the Landlord and Tenant Act 1985, other than one excluded from that section by section 27 of that Act (rent of dwelling registered and not entered as variable).

(2B) In subsection (2)(aba) “*variable administration charge*” has the meaning given by paragraph 1 of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.

(3) The premises in respect of which an order is made under this section may, if [the tribunal]¹ 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]¹ thinks fit; and, on any subsequent application made for the purpose by the manager, [the tribunal]¹ 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]⁴, 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.

(6) Any such order may be granted subject to such conditions as [the tribunal]¹ thinks fit, and in particular its operation may be suspended on terms fixed by [the tribunal]¹.

(7) In a case where an application for an order under this section was preceded by the service of a notice under section 22, [the tribunal]¹ may, if it thinks fit, make such an order notwithstanding—

(a) that any period specified in the notice in pursuance of subsection (2)(d) of that section was not a reasonable period, or

(b) that the notice failed in any other respect to comply with any requirement contained in subsection (2) of that section or in any regulations applying to the notice under section 54(3).

(8) The Land Charges Act 1972 and the [Land Registration Act 2002]⁹ shall apply in relation to an order made under this section as they apply in relation to an order appointing a receiver or sequestrator of land.

(9) [The appropriate tribunal]³ 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]⁹, [the tribunal]¹ may by order direct that the entry shall be cancelled.

(9A) The [tribunal]¹¹ shall not vary or discharge an order under subsection (9) on [the application of any relevant person]⁴ 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.

(10) An order made under this section shall not be discharged by [the appropriate tribunal]¹² by reason only that, by virtue of section 21(3), the premises in respect of which the order was made have ceased to be premises to which this Part applies.

(11) References in this [Part]⁴ to the management of any premises include references to the repair, maintenance [, improvement]¹³ or insurance of those premises.



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

Case Reference : **LON/00AE/LVM/2020/0012 V:CVP**

Property : **244 – 258 Church Lane, London, NW9
8SL**

Applicants : **Mr H Chavda (254a Church Lane)
Ms L Wiltshire (244a Church Lane)
Mr P Joshi (256a Church Lane)**

Respondent : **Criterion Estates Limited**

The Manager : **Mr Christopher Hills**

Tribunal member : **Ms H C Bowers**

Date of Order : **28 October 2021**

MANAGEMENT ORDER

Interpretation

1. In this Order:

“The Property” means the flats and other premises known as known as 244-258 Church Lane, London, NW9 8SL and registered at HM Land Registry under title number NGL390791 and shall include [the building, outhouses, gardens, amenity space, drives, pathways landscaped areas, flower beds, passages, bin-stores, common parts, storage rooms basements, electricity and power rooms; and all other parts of the property].

“The Landlord” shall mean Criterion Estates Limited or their successors in title to the reversion immediately expectant upon the Leases.

“The Tenants” shall mean the proprietors for the time being of the Leases whether as lessee or under-lessee and “Tenant” shall be construed accordingly.

“The Leases” shall mean all leases and/or underleases of flats and commercial units in the Property.

“The Manager” means Mr Christopher Hills

ORDER

2. In accordance with section 24(1) of the Landlord and Tenant Act 1987 (“the Act”) Mr Hills is appointed as Manager of the Property.
3. The Manager’s appointment shall start on **28 October 2021** (“the start date”) and shall end on **25 March 2027** (“the end date”).
4. For the avoidance of doubt this Order does not displace covenants under the Leases and the Tenants remain bound by them.
5. The purpose of this Management Order is to provide for adequate management of the Property.
6. To ensure adequate management of the Property, the Manager is empowered to:
 - (a) *collect monies from the Landlord as a contribution towards the shortfall of the service charges. Such contribution will equate to 7.5% for each of the two retail units retained by the Landlord.*
7. The Manager shall manage the Property in accordance with:
 - (a) the terms of this Order and the Directions set out in below;
 - (b) the respective obligations of the Landlord and the Tenants whereby the Property is demised by the Landlord (save where modified by this Order);
 - (c) 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
 - (d) the provisions of sections 18 to 30 of the Landlord and Tenant Act 1985.
8. From the date this Order comes into effect, no other party shall be entitled to exercise a management function in respect of the Property where the same is the responsibility of the Manager under this Order.

9. The Manager must act fairly and impartially in the performance of his/her functions under this Order and with the skill, care and diligence to be reasonably expected of a Manager experienced in carrying out work of a similar scope and complexity to that required for the performance of the said functions. The Manager's overriding duty to this Tribunal.
10. Where there is a conflict between the provisions of the Management Order and the Leases, the provisions of the Management Order take precedence.
11. The Manager or any other interested person may apply to vary or discharge this Order pursuant to the provisions of section 24(9) of the Act.
12. Any application to extend or renew this Order **must** be made before the end date, preferably at least three months before that date, and supported by a brief report of the management of the Property during the period of the appointment. Where an application for an extension or renewal is made prior to the end date, then the Manager's appointment will continue until that application has been finally determined.
13. The Manager may apply to the First-Tier Tribunal for further directions, in accordance with section 24(4), Landlord and Tenant Act 1987. Such directions may include, but are not limited to:
 - (a) any failure by any party to comply with an obligation imposed by this Order; and
 - (b) circumstances where there are insufficient sums held by him/her to discharge the Manager's obligations under this Order and/or for the parties to pay the Manager's remuneration.

Contracts

14. Rights and liabilities arising under contracts, including any contract of insurance and/or any contract for the provision of any services to the Property, to which the Manager is not a party, but which are relevant to the management of the Property, shall upon the date of appointment become rights and liabilities of the Manager, save that:
 - (a) the Landlord shall indemnify the Manager for any liabilities arising before commencement of this Order; and
 - (b) the Manager has the right to decide in his/her absolute discretion the contracts in respect of which he/she will assume such rights and liabilities, with such decision to be communicated in writing to the relevant parties within 56 days from the date this order.

15. The Manager may place, supervise and administer contracts and check demands for payment of goods, services and equipment supplied for the benefit of the Property.

Pre-contract enquiries

16. The Manager shall be responsible for responding to pre-contract enquiries regarding the sale of a residential flat at the Property.

Legal Proceedings

17. The Manager may bring or defend any court or tribunal proceedings relating to management of the Property (whether contractual or tortious) and may continue to bring or defend proceedings commenced during the appointment, after the end of his/her appointment.
18. Such entitlement includes bringing proceedings in respect of arrears of service charge attributable to any of the Flats in the Property and sums due under this Order, including, where appropriate, proceedings before this tribunal or the courts under section 27A of the Landlord and Tenant Act 1985 or section 168(4) and in respect of administration charges under schedule 11 of the Commonhold and Leasehold Reform Act 2002 and shall further include any appeal against any decision made in any such proceedings.
19. The Manager may instruct solicitors, counsel, and other professionals in seeking to bring or defend legal proceedings and is entitled to be reimbursed from the service charge account in respect of costs, disbursements or VAT reasonably incurred in doing so. If costs are recovered direct from a defaulting Tenant or the Landlord those costs should be refunded to the service charge account.

Remuneration

20. The Tenants are responsible for payment of 85% of the Managers' fees, which are to payable under the provisions of this Order but which may be collected under the service charge mechanisms of their Leases and the Landlord is responsible for payment of 15% of those fees
21. The sums payable are:
 - (a) an annual fee of £250 per flat or retail unit for performing the duties set out in paragraph 3.4 of the RICS Code (so far as applicable);
 - (b) any additional fees contained in a schedule to this Order for the duties set out in paragraph 3.5 of the RICS Code (so far as applicable); and
 - (c) VAT on the above fees.

Ground Rent and Service charge

22. The Manager shall not collect the ground rents payable under the residential Leases.
23. The Manager shall collect all service charges and insurance premium contributions payable under the Leases, in accordance with the terms and mechanisms in the Leases.
24. The Manager shall have the authority to:
 - (a) demand payments in advance and balancing payments at the end of the accounting year;
 - (b) establish a sinking fund to meet the Landlord's obligations under the Leases;
 - (c) allocate credits of service charge due to Tenants at the end of the accounting year to the sinking fund.
25. The Manager may set, demand and collect a reasonable service charge to be paid by the Landlord (as if he were a lessee), in respect of any unused premises in the Property retained by the Landlord.
26. The Manager is entitled to recover through the service charge the reasonable cost and fees of any surveyors, architects, solicitors, counsel, and other professional persons or firms, incurred by him/her whilst carrying out his/her functions under the Order.

Administration Charges

27. The Manager may recover administration charges from individual Tenants for his/her costs incurred in collecting ground rent, service charges and insurance which includes the costs of reminder letters, transfer of files to solicitors and letters before action. Such charges will be subject to legal requirements as set out in schedule 11 of the Commonhold and Leasehold Reform Act 2002.

Disputes

28. In the event of a dispute regarding the payability of any sum payable under this Order, by the lessees and Landlord, additional to those under the Leases (including as to the remuneration payable to the Manager and litigation costs incurred by the Manager), a Tenant, or the Manager, may apply to the tribunal seeking a determination under section 27A of the Landlord and Tenant Act 1985 as to whether the sum in dispute is payable and, if so, in what amount.
29. In the event of a dispute regarding the reimbursement of unexpended monies at the end of the Manager's appointment, the Manager, a Tenant, or the Landlord may apply to the tribunal for a determination as to what monies, if any, are payable, to whom, and in what amount.

DIRECTIONS TO LANDLORD

30. The Landlord must comply with the terms of the Order above.
31. On any disposition [other than a charge] of the Landlord's estate in the Property, the Landlord will procure from the person to whom the Property is to be conveyed, a direct covenant with the Manager, that the said person will (a) comply with the terms of this Order; and (b) on any future disposition (other than a charge) procure a direct covenant in the same terms from the person to whom the Property is to be conveyed.
32. The Landlord shall give all reasonable assistance and co-operation to the Manager in pursuance of his/her functions, rights, duties and powers under this Order, and shall not interfere or attempt to interfere with the exercise of any of the Manager's said rights, duties or powers except by due process of law.
33. The Landlord is to allow the Manager and his employees and agents access to all parts of the Property and to the extent that these are not already provided, must provide keys, passwords, and any other documents or information necessary for the practical management of the Property in order that the Manager might conveniently perform his functions and duties and exercise his powers under this Order.

DIRECTION TO CHIEF LAND REGISTRAR

34. To protect the direction in paragraph 31 for procurement by the Landlord, of a direct covenant with the Manager, the Registrar is ordered to enter the following restriction in the register of the Landlord's estate under title no NGL390791. The restriction is to have overriding priority against any search with priority or pending application for a disposition of the registered estate (other than a charge) that has been lodged after the 27 July 2021.

“No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be completed by registration without a certificate signed by the applicant for registration [or their conveyancer] that the provisions of paragraph 31 of an Order of the Tribunal dated 28 October 2021 have been complied with”

DIRECTIONS TO MANAGER

35. The Manager must adhere to the terms of the Order above.

Registration

36. The Manager must make an application to HM Land Registry for entry of the restriction referred to in paragraph 34, within 14 days of the date of this Order.

Conflicts of Interest

37. The Manager must be astute to avoid any Conflict of Interest between his duties under this order in his contractual dealings or in the discharge of any of his obligations and where in doubt, the Manager should apply to the Tribunal for directions.

Complaints

38. The Manager must operate a complaints procedure in accordance with, or substantially similar to, the requirements of the Royal Institution of Chartered Surveyors.

Insurance

39. The Manager must maintain appropriate building insurance for the Property and ensure that the Manager's interest is noted on the insurance policy.

40. From the date of appointment, and throughout the appointment, the Manager must ensure that he/she has appropriate professional indemnity insurance cover in the sum of at least £2 million and shall provide copies of the certificate of liability insurance to the Tribunal, and, upon request, to any Tenant or the Landlord. The Certificate should specifically state that it applies to the duties of a Tribunal appointed Manager.

Accounts

41. The Manager must:

- (a) prepare and submit to the Landlord and the Tenants an annual statement of account detailing all monies receivable, received and expended. The accounts are to be certified by the external auditor, if required under the Leases;
- (b) maintain efficient records and books of account and to produce for these for inspection, to include receipts or other evidence of expenditure, upon request by the Landlord or a Tenant under section 22 Landlord and Tenant Act 1985;
- (c) maintain on trust in an interest-bearing account at such bank or building society, as the Manager shall from time to time decide,

into which ground rent, service charge contributions, Insurance Rent, and all other monies arising under the Leases shall be paid; and

(d) hold all monies collected in accordance with the provisions of the Code.

Repairs and maintenance

42. The Manager must:

(a) by **31 January 2022** draw up a planned maintenance programme for the period of the appointment allowing for the periodic re-decoration and repair of the exterior and interior common parts of the Property and shall send a copy to every Tenant and to the Landlord;

(b) subject to receiving sufficient prior funds:

(i) carry out all required repair and maintenance required at the Property, in accordance with the Landlord's covenants in the Leases, including instructing contractors to attend and rectify problems, and is entitled to recover the cost of doing so as service charge payable under the Leases or in accordance with the Order.

(ii) arrange and supervise any required major works to the Property, including preparing a specification of works and obtaining competitive tenders.

(c) liaise with all relevant statutory bodies in the carrying out of his/her management functions under the Order; and

(d) ensure that the Landlord, and the Tenants, are consulted on any planned and major works to the Property and to give proper regard to their views.

43. The Manager has the power to incur expenditure in respect of health and safety equipment reasonably required to comply with regulatory and statutory requirements.

Reporting

44. By **4 November 2022** (and then annually) the Manager must prepare and submit a brief written report to the tribunal on the progress of the management of the Property up to that date, providing a copy to the Tenants and the Landlord at the same time.

End of Appointment

45. No later than 56 days before the end date, the Manager must:

- (a) apply to the tribunal for directions as to the disposal of any unexpended monies;
- (b) include with that application a brief written report on the progress and outcome of the management of the Property up to that date (a “Final Report”); and
- (c) seek a direction from the tribunal as to the mechanism for determining any unresolved disputes arising from the Manager’s term of appointment (whether through court or tribunal proceedings or otherwise).

46. Unless the tribunal directs otherwise the Manager must within two months of the end date:

- (a) prepare final closing accounts and send copies of the accounts and the Final Report to the Landlord and Tenants, who may raise queries on them within 14 days; and
- (b) answer any such queries within a further 14 days.

47. The Manager must reimburse any unexpended monies to the paying parties, or, if it be the case, to any new Tribunal appointed Manager within three months of the end date or, in the case of a dispute, as decided by the Tribunal upon an application by any interested party.

Schedule of Additional Fees

Major works administration	14% + VAT of costs of works
Insurance administration fee	£550 + VAT per annum
Hourly rate for additional work to be agreed on a case by case basis	<ol style="list-style-type: none">1. For a Director - £140 + VAT2. For an associate, surveyor or property manager - £100 + VAT3. For a clerk or secretary - £80 + VAT