



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

**Case Reference** : **CHI/00HH/LAM/2020/0016**

**Property** : **Westwood Villa, 111 Abbey Road, Torquay, Devon TQ2 5NP**

**Applicant Leaseholders** : **Mr Matthew House & Mr Graeme Crighton (Flat 3)  
Mr William Mills  
Ms Janice Knowlson**

**Proposed Manager** : **Ms Yvette Condren**

**Respondent Freeholder** : **Unit-2 Torquay Ltd.**

**Type of Application** : **Landlord and Tenant Act 1987, Section 24**

**Tribunal Members** : **Judge M Davey  
Mr W H Gater FRICS MCI Arb**

**Date of hearing** : **19 January 2022**

**Date of Decision with reasons** : **18 February 2022**

**Issued 8 March 2022**

## **DECISION**

**In accordance with section 24 of the Landlord and Tenant Act 1987 Yvette Condren is appointed as Manager of the Property. The Order of appointment is annexed to this decision.**

**The appointment will start on 1 March 2022 and will end on 28 February 2024.**

## **REASONS**

### **The Application**

1. By an application dated 21 December 2020, the Applicants applied to the First-tier Tribunal (Property Chamber) (“the Tribunal”), under section 24 of the Landlord and Tenant Act 1987 (“the 1987 Act”) for the appointment by the Tribunal of a Manager of the Property (“the Application”). The Applicants are Mr Matthew House and Mr Graeme Crighton, the joint lessees of Flat 2 Westwood Villa 111 Abbey Road Torquay Devon TQ2 5NP; Mr William Mills, the lessee of Flat 3 Westwood Villa and Ms Janice Knowlson, the lessee of Flat 5 Westwood Villa. The Respondent to the Application is Unit -2 Torquay Limited, being the freeholder landlord of the Building containing the flats.

### **The subject property**

2. The Building, which the Tribunal did not inspect, is stated to be a converted hotel in Torquay (the former Westwood Hotel) containing 8 flats. The Applicants hold their respective flats under 999 year leases and the remaining Flats are understood to have been retained by the Respondent landlord who lets them out on short term tenancies.
3. The eight flats are in a part-single and part two-storey building originally annexed to the main part of the hotel, towards the rear.

### **The initial hearing**

4. The Tribunal considered the Application on 8 June 2021 following a video platform hearing earlier that day and issued its reasoned decision in writing on 15 June 2021.

### **The decision of 15 June 2021**

5. In its decision of 15 June 2021 the Tribunal stated that it was satisfied that the circumstances were as outlined by the Applicants who had made

out grounds, under section 24(2)(a)(i), (ac) and (b) of the 1987 Act for the appointment of a manager of the Building. The Applicants produced ample, convincing and uncontested evidence that the Landlord Company had not managed the Building in accordance with the terms of the Lease. It had failed to provide any services and charges for the same and had also failed to demand Insurance Rent in accordance with the terms of the Lease or demonstrate that the Building had been insured in accordance with the Lease.

6. However, having read his written statement and his oral evidence, the Tribunal regrettably decided that it was unable to appoint the proposed manager as the manager of Westwood Villa. The Tribunal stated that it was regrettable because the matter was urgent and the Applicants had made a compelling case for the need of a Tribunal appointed manager. This was particularly so in relation to insurance and repairs. Furthermore, the marketability of the flats was seriously compromised as the Applicants had discovered.
7. The Tribunal therefore adjourned that part of the Application, which would not affect the finding that a case had been made out for the appointment of the Manager. This left it open to the Applicants to return to the Tribunal as soon as possible with an alternative proposed manager for appointment by the Tribunal.

### **The adjourned hearing**

8. On 15 November 2021 the Applicants made a further proposal for a Tribunal appointed manager. The selected manager is Ms Yvette Condren.
9. On 16 December 2021 Mr W.H.Gater FRICS MCI Arb (Regional Surveyor) issued Directions to the parties setting out a timetable leading to an oral hearing by way of video on 19 January 2022.
10. At that hearing the Applicants were represented by Mr Matthew House (joint leaseholder of Flat 2 Westwood Villa). As in the case of the hearing on 7 June 2021 the Respondent was not present or represented. Also present were Mr Graeme Crighton (joint tenant with Mr House of Flat 2) and the proposed manager Ms Yvette Condren.

### **The case for the Applicants**

11. By way of introduction, Mr House explained that since the Tribunal's decision of 15 June 2021 the Applicants had spent several months searching for a suitable potential manager all to no avail until they discovered Ms Condren. He reiterated that the Applicants considered it to be imperative that an appropriate manager be appointed by the Tribunal because of the Landlord's total failure to manage the Building which has placed an immense strain on the physical and mental well being of the Applicants, who include vulnerable and elderly persons.

12. Ms Condren stated that she had worked in estate agency or block management for the last eleven years. She had been in sole practice since 2017, although until May 2021 she had also worked part-time for Angela Dixon Sales and Lettings. She managed 7 blocks of flats including one block where the Tribunal had appointed her as a manager under the 1987 Act two previous managers having failed to manage the property with any degree of success (Albert Court, Market Street, Torquay, Devon TQ1 3AH. CHI/00HH/LAM/2021/0004).
13. Ms Condren said that in the case of Albert Court, as in the present case, there had been a non-responsive freeholder landlord but since her appointment she had opened up lines of communication with the landlord and a relationship between the parties as well as recovering outstanding arrears.
14. Ms Condren said that she had looked round Westwood Villa and observed the lack of health & safety law compliance by the Landlord. She said that the fire alarms had not been tested, there was no fire risk assessment and no asbestos report.
15. Ms Condren said that if appointed her top priority would be to deal with the health and safety matters with regard to the electrics, including fire alarm and a fire risk assessment and the swollen front door, which endangered swift egress in the event of fire.
16. She said that she would then deal with any outstanding general repairs or redecoration and a deep clean of the communal areas. Ms Condren said that the general condition of the property is relatively good.
17. Ms Condren said that she is a member of a client money protection scheme. She said that she holds a level three award in leasehold management gained through the Institute of Residential Property Management of which she is a member. The qualification is gained by way of a written two-hour examination. Ms Condren also has a level three award in residential lettings and property management through Property Mark of which she is also a member. Ms Condren says that she has extensive local knowledge of Torquay and in an emergency would be able to attend the property within 10 minutes.
18. Ms Condren stated that she uses Brady Solicitors, a firm that specializes in property management matters including recovery of arrears.
19. Ms Condren stated that she had drawn up a management plan, which made provision for a service charge budget including reserve fund contributions. She had also allowed in addition a budget for an initial service charge payment of £3,700 (including a contingency sum of £1,000) in order to deal with outstanding service charge matters so as to provide a starting point for the future. (The Tribunal now has copies of the plan, estimated service charge budget and a schedule of initial costs). Ms Condren said that her charges are £210 per unit. (No VAT).

## **The Case for the Respondent**

20. The Respondent failed to respond to or comply with any of the Tribunal's Directions and therefore did not produce a Statement of Case.

## **Discussion and determination**

21. At the hearing the Tribunal questioned Ms Condren as to her qualifications; her willingness to act and the terms on which she would manage the Building were she to be appointed. The Tribunal was satisfied from her answers that it would be appropriate to appoint Ms Condren as Manager. The Order is set out in the Annex to these Reasons. The Tribunal has framed the Order so as to permit a proper scheme of management to be put into operation and to that extent its power so to order is not constrained by the terms of the Lease.
22. These reasons are to be read together with the Tribunal's decision of 15 June 2021.

## **Right to 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 by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) to the First-tier Tribunal at the Regional Office, which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 day time limit, that 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.

## ANNEX

### MANAGEMENT ORDER IN RESPECT OF WESTWOOD VILLA, 111 ABBEY ROAD, TORQUAY, DEVON, TQ2 5NP MADE UNDER SECTION 24 OF THE LANDLORD AND TENANT ACT 1987.

1. In this Order:

#### **Interpretation**

**“The Property”** means the flats and other premises known as WestwoodVilla, 111 Abbey Road, Torquay, Devon TQ2 5NP and registered at HM Land Registry under title number **DN630442** and shall include the Common Parts and the Retained Parts as defined in the Leases.

**“The Landlord”** shall mean Unit 2 (Torquay) Limited or its 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 long leases and/or underleases of flats in the Property (as defined in section 59(3) of the Landlord and Tenant Act 1987).

**“The Manager”** means Yvette Condren.

**“The Tribunal”** means the First-tier Tribunal (Property Chamber).

#### **ORDER**

2. In accordance with section 24(1) of the Landlord and Tenant Act 1987 (“the Act”) **Yvette Condren**, of Torbay Property Finder, is appointed as Manager of the Property. <sup>[1]</sup><sub>[SEP]</sub>
3. The Manager’s appointment shall start on **1 March 2022** (“the start date”) and shall end on **29 February 2024** (“the end date”). <sup>[1]</sup><sub>[SEP]</sub>
4. For the avoidance of doubt this Order supplements but does not displace covenants under the Leases and the Tenants remain bound by them. Where there is a conflict between the provisions of the Order and the Leases, the provisions of the Order take precedence. <sup>[1]</sup><sub>[SEP]</sub>
5. The purpose of this Management Order is to provide for the management of the Property, which includes taking steps to resolve the

following problems of inadequate management by the Landlord identified in the Application to the Tribunal.

- (a) Failure to provide Services and charge for the same by way of estimated and final service charges in accordance with the terms of the Leases since the demand for and payment by the Tenants of estimated charges on grant of the Leases;
  - (b) Failure to provide evidence of Insurance of the Building in accordance with the terms of the Leases.
  - (c) Failure by the Landlord to comply with its obligations in the Lease with regard to maintenance and repair.
  - (d) Failure to carry out a statutory Fire Risk Assessment and to check and maintain fire-fighting equipment.
6. To address the steps identified in the previous paragraph the Manager is empowered to give notice to the Tenants and the Landlord of an initial estimated charge in accordance with paragraph 25 of this Order.
7. The Manager shall manage the Property in accordance with:
  - (a) the terms of this Order and the Directions set out below; <sup>[...]</sup><sub>[SEP]</sub>
  - (b) the respective obligations of the Landlord and the Tenants under the Leases whereby the Property is demised by the Landlord (save where modified by this Order); <sup>[...]</sup><sub>[SEP]</sub>
  - (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 (“RICS”) and approved by the Secretary of State pursuant to section 87 Leasehold Reform Housing and Urban Development Act 1993 (whether the Manager is a Member of the RICS or not); and <sup>[...]</sup><sub>[SEP]</sub>
  - (d) the provisions of sections 18 to 30 of the Landlord and Tenant Act 1985. <sup>[...]</sup><sub>[SEP]</sub>
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. <sup>[...]</sup><sub>[SEP]</sub>
9. The Tribunal requires the Manager to act fairly and impartially in the performance of their 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. <sup>[...]</sup><sub>[SEP]</sub>
10. 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.

11. 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. <sup>[L]</sup><sub>[SEP]</sub>
12. The Manager is appointed to take all decisions about the management of the Property necessary to achieve the purposes of this Order. If the Manager is unable to decide what course to take, the Manager may apply to the Tribunal for further directions, in accordance with section 24(4), of the Act. Circumstances in which a request for such directions may be appropriate include, but are not limited to: <sup>[L]</sup><sub>[SEP]</sub>
  - (a) a serious or persistent failure by any party to comply with an obligation imposed by this Order; <sup>[L]</sup><sub>[SEP]</sub>
  - (b) circumstances where there are insufficient sums held by the Manager to discharge their obligations under this Order and/or for the parties to pay the Manager's remuneration; and <sup>[L]</sup><sub>[SEP]</sub>
  - (c) where the Manager is in doubt as to the proper construction and meaning of this Order. <sup>[L]</sup><sub>[SEP]</sub>

## **Contracts**

13. 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 <sup>[L]</sup><sub>[SEP]</sub>
  - (b) the Manager has the right to decide, in their absolute discretion, the contracts in respect of which they will assume such rights and liabilities, with such decision to be communicated in writing to the relevant parties within 56 days from the date of this Order. <sup>[L]</sup><sub>[SEP]</sub>
14. 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.
15. The Manager shall be responsible for responding to pre-contract enquiries regarding the sale of a residential flat at the Property. <sup>[L]</sup><sub>[SEP]</sub>

## **Legal Proceedings**

16. The Manager may bring or defend any court or tribunal proceedings relating to management of the Property (whether contractual or tortious) and, subject to the approval of the Tribunal, may continue to bring or defend proceedings relating to the appointment, after the end of their appointment.
17. Such entitlement includes bringing proceedings in respect of arrears of service charge attributable to any of the Flats in the Property, including, where appropriate, proceedings before this Tribunal under section 27A of the Landlord and Tenant Act 1985 and in respect of administration charges under schedule 11 of the Commonhold and Leasehold Reform Act 2002 or under section 168(4) of that Act or before the courts and shall further include any appeal against any decision made in any such proceedings.
18. 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 during, or after, this appointment. If costs paid from the service charge are subsequently recovered from another party, those costs must be refunded to the service charge account.

## **Remuneration**

19. Each of the Tenants is responsible for payment of 12.5% of the Managers' fees, which are to be 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 62.5% of the Manager's fees.
20. The sums payable by way of Manager's fees are:
  - (a) an annual fee of £210 per flat for the first year of the appointment and thereafter subject to annual review.
  - (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 where they are subject to VAT.

## **Ground Rent and Service charge**

21. The Manager shall not collect any ground rents payable under the residential leases.
22. 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.
23. Whether or not the terms of any Lease so provides, the Manager shall have the authority to:
  - (a) demand payments in advance and balancing payments at the end of the accounting year; <sup>[1]</sup><sub>[SEP]</sub>
  - (b) establish a sinking fund to meet the Landlord's obligations under the Leases; <sup>[1]</sup><sub>[SEP]</sub>
  - (c) allocate credits of service charge due to Tenants at the end of the accounting year to the sinking fund; <sup>[1]</sup><sub>[SEP]</sub>
  - (d) alter the accounting year and to collect arrears of service charge and insurance that have accrued before their appointment. <sup>[1]</sup><sub>[SEP]</sub>
24. The Manager may set, demand and collect a service charge of 12.5%, of service charge expenditure, per flat to be paid by the Landlord (as if he were a Tenant), in respect of any flats retained by the Landlord, or let on terms, which do not require the payment by the tenant of a service charge.
25. To ensure that the Manager has adequate funds to manage the Property from the date of appointment, the Manager may immediately levy and collect by way of an initial charge estimated sums of £462.88 from each Tenant and £2,314.40 from the Landlord. Any sum demanded by the Manager shall be payable within 28 days. If the actual sums expended exceed the initial estimated charge that balance shall be recoverable by way of service charge.
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 them whilst carrying out their functions under the Order.

## **Administration Charges**

27. The Manager may recover administration charges from individual Tenants for their costs incurred in collecting 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. The Details of the fees charged are set out in the Annex of additional fees.

## **Disputes**

28. In the event of a dispute regarding the payability of any sum payable under this Order by the Tenants, 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 payability of any sum payable under this Order by the landlord, other than a payment under a Lease, the Manager or the Landlord may apply to the tribunal seeking a determination as to whether the sum in dispute is payable and, if so, in what amount.
30. In the event of dispute regarding the conduct of the management of the property by the Manager, any person interested may apply to the Tribunal to vary or discharge the Order in accordance with section 24(9) of the Landlord and Tenant Act 1987.
31. 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. <sup>[L]</sup><sub>[SEP]</sub>

## **DIRECTIONS TO LANDLORD** <sup>[L]</sup><sub>[SEP]</sub>

32. The Landlord must comply with the terms of this Order. <sup>[L]</sup><sub>[SEP]</sub>
33. 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.
34. The Landlord shall give all reasonable assistance and co-operation to the Manager in pursuance of their 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.
35. The Landlord is to allow the Manager and their employees and agents access to all parts of the Property and 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 their functions and duties, and exercise their powers under this Order.

36. Within 14 days from the date of this Order being sent to the Landlord the Landlord must provide all necessary information to the Manager, to enable an orderly transfer of responsibilities, to include the transfer of:
- (a) all accounts, books and records relating to the Property, including a complete record of all unpaid service charges; and
  - (b) all funds relating to the Property including uncommitted service charges and any monies standing to the credit of a reserve or sinking fund.

#### **DIRECTION TO CHIEF LAND REGISTRAR**

37. To protect the direction in paragraph 33 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 number DN630442. 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 21 December 2020.

“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 33 have been complied with”

#### **DIRECTIONS TO MANAGER**

38. The Manager must adhere to the terms of the Order above.
39. The Manager must make an application to HM Land Registry for entry of the restriction referred to in paragraph 37, within 14 days of the date of appointment under this Order.

#### **Conflicts of Interest**

40. The Manager must be astute to avoid any Conflict of Interest between their duties and obligations under this Order, and their contractual dealings. Where in doubt, the Manager should apply to the Tribunal for directions.

#### **Complaints**

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

## **Insurance**

42. The Manager must maintain appropriate building insurance for the Property and ensure that the Manager's interest is noted on the insurance policy.
43. 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 £1 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**

44. 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; <sup>[L]</sup><sub>[SEP]</sub>
  - (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 service charge contributions, Insurance Rent, and all other monies arising under the Leases shall be paid; and <sup>[L]</sup><sub>[SEP]</sub>
  - (d) hold all monies collected in accordance with the provisions of the Code.

## **Repairs and maintenance**

45. The Manager must:
  - (a) by 15 March 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, as well as any roads, accessways, mechanical, electrical and other installations serving the Property, and shall send a copy to every Tenant and to the Landlord; <sup>[L]</sup><sub>[SEP]</sub>
  - (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<sup>[L]</sup><sub>[SEP]</sub>(ii) arrange and supervise any required major works to the Property, including preparing a specification of works and obtaining competitive tenders. <sup>[L]</sup><sub>[SEP]</sub>

- (c) liaise with all relevant statutory bodies in the carrying out of their management functions under the Order; and <sup>[L]</sup><sub>[SEP]</sub>
  - (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.
46. 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**

47. By no later than six months from the date of appointment (and then annually) the Manager must prepare and submit a brief written report to the Tenants, and the Landlord, on the progress of the management of the Property up to that date, providing a copy to the Tribunal at the same time.

### **End of Appointment**

48. 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 <sup>[L]</sup><sub>[SEP]</sub>
  - (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). <sup>[L]</sup><sub>[SEP]</sub>
49. Unless the Tribunal directs otherwise the Manager must within two months of the end date: <sup>[L]</sup><sub>[SEP]</sub>(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 <sup>[L]</sup><sub>[SEP]</sub>(b) answer any such queries within a further 14 days. <sup>[L]</sup><sub>[SEP]</sub>
50. 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. <sup>[L]</sup><sub>[SEP]</sub>

### Schedule of Additional Fees

Description	Frequency
Opening and handling bank accounts	As required
Preparing and sending out service Charge invoices	As required
Collecting service charges and reserve fund contributions including sending any required statements	As required
Processing payments relating to the Property within expenditure limits and funds available or as reasonable expediency shall dictate	As required
Accounting for Service Charges	As required
Providing information to accountants for preparing annual accounts	As required
Using best endeavours to collect current and ongoing routine service charge arrears but not action requiring legal work or LVTs	As required
Providing reasonable management information to the Lessees	As required
Liaising with the Client	As required
Liaising with any recognised residents(s) association(s)	As required
Arranging buildings and other insurance and dealing with general claims up to £1500	As required
Entering into and managing maintenance contracts on behalf of the Client	As required
Viewing, without the use of inspection equipment, the common parts of the Property to check the condition and deal with any necessary repairs other than major repairs	As required
Preparing specifications and contracts for minor works and services such as cleaning, gardening, window cleaning and overseeing such works	As required
Organising periodic health & safety checks (but not specialist checks and tests) and ensuring appropriate risk assessments are in place	As required
Consultation with the client on management matters and qualifying works	As required

Consultation with the client on long-term agreements except for consultation on the appointment of a managing agent	As required
Dealing with day-to-day lessee issues and reporting to and taking instruction from the Client on Lessees dissatisfaction	As required
Advising the Client on all relevant legislative and regulatory issues and general interpretation of leases.	As required
Arranging & Attending Annual General Meeting	Annually

### **Additional Charges**

<b>Description</b>	<b>Frequency</b>	<b>Charging basis</b>
* Serving Section 20B Notices	As required	FOC
* Set up Fee	Once	FOC
* Issuing Section 20 Notices	As required	FOC
* Attendance at any meeting after 8pm or at meetings in excess of 2 per year	As required	£40 per hour of part thereof
* Acting as company secretary and Registered Office		£20+VAT Accountant's Fee
* Issuing of Legal Proceedings or instructions to solicitors for breaches of Covenant	As required	FOC
* Providing evidence to the Courts, First Tier Property Tribunal or similar	As required	FOC
* Close down of records and providing information on cessation of management for any reason	Once	£150
* Dealing with Insurance claims in excess of £1500 including but not limited	As required	£50

to meeting insurers, contractors and site visits		
* Dealing with solicitors enquiries on sales and issuing a standard Pre Contract Enquiry Pack	As required	£200.00 (recharged to tenant)
* Additional enquiries (up to 5)	As required	FOC
* Additional enquires (S+)	As required	FOC
* Copy of accounts, full insurance policy or lease	As required	FOC if issued electronically
* Letter of Consent	When required	FOC
* Instructing solicitors in arrears recovery	As required	FOC
* Filing of accounts at Companies House	Annually	FOC
* Completing and filing annual return	Annually	Filing Fee
* Notice of transfer or assignment	As required	FOC
* Issuing Share or Membership Certificates	As required	FOC
* Deed of Covenant	As required	FOC
* Issuing Notice of Breach of Covenant	As required	FOC
* Debt Collection Administration Fee	As required	FOC
* Preparation of Court Application	As required	FOC
* Application to Mortgage lender following court judgment	As required	FOC
* Preparation and submission of information pack to the court	As required	FOC
* Recharge of third party invoices	As required	FOC
* Photocopying charges	As required	15p per A4 sheet Black and white and 20p per A4 Sheet in colour

Issuing Section 166 notices to collect Ground Rent where required under the terms of the Lease	As required	FOC
Debt Collection Administration Fee	As required	FOC
Preparation of Court Application	As required	FOC
Application to Mortgage Lender following court judgment	As required	FOC
Preparation and submission of information pack to Court	As required	FOC
Recharge of third party invoices	As required	FOC
Photocopying charges	As required	15p per A4 sheet Black and White 20p per A4 Sheet in Colour
Preparing replacement cost assessment for insurance valuation purposes on buildings and landlord contents	As required	Chartered Surveyor's own fee
Supplying additional copies of the accounts and other documents by post	As required	£0.15 per sheet plus postage
Dealing with requests for improvements or alterations by leaseholders and related party wall matters	As required	Chartered Surveyor's rate related to party wall matters
Legal recovery of unpaid service charges or ground rents or action for non-compliance with leases	As required	Solicitor's own Fee
Hall Hire for Meetings	As required	Cost of Hire