



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

Case reference	:	LON/00AE/LVM/2022/0010 Hybrid
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) Mr Atul Mehta (258a Church Lane)
Respondent	:	Criterion Estates Limited
Proposed Manager	:	Mr K S Gill
Type of application	:	Application for a variation of a Manager Order under section 24 of the Landlord and Tenant Act 1987.
Tribunal members	:	Judge Dutton Mrs H C Bowers MRICS
Date and venue of hearing	:	6 September 2022 at 10 Alfred Place, London WC1E 7LR
Date of this Decision	:	8 September 2021

DECISION

The Tribunal varies the Management Order dated 28 October 2021 and appoints Mr Kultip Singh Gill in place of Mr Christopher Hills as the Manager of 244 – 258 Church Lane, London, NW9 8SL with effect from 12 September 2022. There are additional variations shown in bold. The appointment will expire on 25 March 2027.

This was a face to face hearing in the presence of Mr H Chavda and Ms L Wiltshire together with the proposed manager Mr Gill. The outgoing manager Mr Hills participated by video link.

REASONS

The Issues:

1. On 28 October 2021 the tribunal (Mrs H C Bowers) made a management order (the Order) appointing Mr Christopher Hills as the manager. This followed a somewhat chequered procedural path. However, Mr Hills, who had sold the business Bridgeford & Co to Alexander Faulkner Partnership of 11 Little Park Farm Road, Fareham, Hampshire PO15 5SN (AFP), no longer wished to stand as the tribunal appointee. It is understood that in the meantime AFP have been assisting, in particular Mr Chavda and Mr Gill, but do not want to have a continuing involvement with the management of the property 244 – 258 Church Lane, London, NW9 8SL (the Property).
2. Accordingly, on 18 April 2022 Mr Chavda applied to the tribunal for a variation of the Order to replace Mr Hills with Mr Kultip Singh Gill (Mr Gill). In addition, the application requested that the variation of the Order should happen as soon as possible and should include the collection of ground rent and service charges by Mr Gill.
3. Mr Gill is an accountant who is a leaseholder of one of the commercial premises at ground floor level, of which there are eight. We are told he has extensive experience in dealing with the management of the Property as a tenant and accountant. Further he is director and shareholder of a similar development in Sudbury, which he has fully managed since 2001. He is willing to take on the role and confirmed that he will comply with the RICS Code of Practice concerning the management of properties.

Background:

4. The current application is supported by six of the tenants of the retail units, Mr I Arslan (252 Church Lane); Mr L Murphy (244 Church Lane); Mr S Rahman (254 Church Lane); Mr R Sugunanandarajah (256 Church Lane); Mr Atul Mehta (258) and Mr K S Gill (248 Church Lane). In addition, 4 residential lessees support the application, being Mr Chavda and Ms Wiltshire, as well as Mr Priti Joshi ((256a) and Mr Mehta.

The Law

5. This application is under section 24(9) of the Landlord and Tenant Act 1987 and that section is set out in an Appendix to this decision document.

The Property

6. We did not inspect the Property, it not being considered necessary in the circumstances. It is a purpose-built development of eight maisonettes on the first and second floors and eight retail units on the ground floor. Photographs of the

front and rear were provided in a bundle prepared for this application. There are two retail units, 250 and 252 Church Lane, which appear to be retained by the Respondent. One unit is empty and has been for a number of years (250). The other unit (252) is, as we understand it, occupied by Mr Arslan as a café. However, the status of his occupation is unclear as it was thought that originally this unit was let for a 12 year term, which has long since expired and not, we were told, to Mr Arslan. We understand that the remaining retail units have been let on 99-year leases and have similar ground rent and service charge provisions as the residential units.

The Hearing:

7. The hearing of the application took place on 6 September 2022, and was attended by Mr Chavda, Ms Wiltshire and Mr Gill in person and by Mr Hills via the remote video hearing on the CVP platform. He confirmed his email address as chris@property-easy.co.uk and that he was intending to emigrate to Australia in the near future. The Respondent landlord, Criterion Estates Limited, was not represented at the hearing and has taken no part in any of these proceedings, or indeed in the management of the Property. In fact, such is its disinterest in the Property that we were told that Mr Arslan has not paid rent for the café whilst he has been in occupation, which is for several years, and it has allowed 250 to remain empty also for many years. This has caused problems. Firstly, it would seem that insurance is affected by having this empty property. Secondly, it is run down and has been the subject of fly tipping and drug abuse activities. Thirdly, the lack of upkeep has impacted on the drains. This has resulted in the tenants having to organise cleaning of the rear area and to clear the drains.
8. We have received a bundle from the Applicants running to 54 pages. There has been no engagement by the Respondent and no documents have been provided by or on its behalf. This decision has been made based on the documents in the bundle and the submissions made at the hearing.
9. We have born in mind all matters that are recorded in the decision of Mrs Bowers in October 2021, which are still current. Matters have not improved. the accrued service charges due from the Respondent remain. there are, we were told, some £19,000 owing in service charges, of which £10,000 is due from the Respondent. The repairs to the property, in particular the guttering to the front, which is cast iron, has not been dealt with, notwithstanding Mr Hills confirmation that funds were available. On that point it does appear that Mr Hills, having sold his business, has largely washed his hands of the management of the Property and nothing has been done for at least the last 6 months. He was not able to assist us with regard to funds that may now be held by AFP although he did confirm that he would do all he could to facilitate a handover of papers and any funds. With respect to him this is a requirement of him taking on the role as a manager and he has responsibility to ensure that this handover takes place. We were told that AFP have arranged insurance, under the terms of a cover note, at a premium of £7,513.80, but it does not seem this premium has yet been paid.
10. We were told that Elaine Williams at AFP has been assisting Mr Chavda and he has no doubt that AFP will pass over all details once this management order is in

place. All we would say is that they should do so without delay once they are approached by Mr Gill. Failure to do so may well result in a summons being issued under the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (Rule 20).

11. There are one or two points that bear clarification and confirmation. It seems that at least two flats have extended their leases. Mr Chavda's is one and we were told that Mr Joshi had also extended his. This means that neither will now be paying a ground rent. The remaining flats pay £50 per annum until 2027. In an ideal world it is hoped that the manager will be able to let the empty shop (250) and regularise the position with regard to Mr Arslan's occupancy and recover the rent that should be paid. It may be in all parties interest for a new lease to be granted in respect of unit 252. We were told at the hearing that the lessee of 248A has sadly died. We were shown a letter from a, cousin Eudalia King, which recited the fact that solicitors (Goddard Dunbar Associates) had been instructed and no doubt Mr Gill will liaise with them.
12. Mr Hills confirmed that he had engaged solicitors to review the position on the leases at the Property but that had not gone further because of costs. He did confirm that he would hand over all that he had in this regard.
13. The Applicants considered that a lump sum should be demanded from the leaseholders, both residential and commercial (the leases being in the same terms we were told), as advance payments as provided for under the terms of the lease available to us (see clause 5(g)). This was agreed at a sum of £1,000 for each unit.
14. Mr Gill confirmed that he would put in place Professional Indemnity cover in respect of the Property is a sum of not less than £2M and produce a copy of such policy to us. He has agreed to make no charge for the management of the Property until March 2023. Thereafter from 1 April 2023 the cost will be £3,000 plus VAT apportioned between each unit on an equal basis. He will be entitled to claim out of pocket expenses and would retain the services of other professionals to deal with S20 procedures and the management of major works.

Discussion and Decision:

15. We are satisfied that Mr Gill will fulfil the role of tribunal appointed manager and that it is just and convenient to make this variation and the variations we have made to the terms.
16. We consider that it is within our remit to order that Mr Gill be entitled to recover the rents on behalf of the Respondent and to apply this to the obligations that the Respondent has under the terms of the leases, both residential and commercial and the management Order. This is as a result of the Respondent's failures in respect of the management of the Property. Further Mr Gill shall be entitled to demand and receive the service charges payable under the leases to ensure that the Property can be properly managed.
17. We also consider that such is the damage caused to the Applicants and indeed the other lessees entitlement to quiet enjoyment by the Respondent's failure to let the retail unit at 250, that Mr Gill, should, with suitable legal advice, be allowed by the

terms of this Order to enter into a suitable lease for that unit on such terms as may be allowable. Mr Gill will, if the legal advice so confirms, hold the rent on behalf of the Respondent, firstly to discharge the Respondent's obligations as landlord in respect of the Property and for any obligations under the management Order and then on behalf of the Respondent landlord to be accounted for on an annual basis.

18. Finally, we consider that Mr Gill should be entitled to resolve the current letting situation in respect of the café occupied by Mr Arslan at 252 Church Lane.
19. We have adopted, in the main, the terms of the Order. Where we have made changes, they are highlighted in **bold**. We hope this will enable the Property to be properly managed for the benefit of all lessees. The parties are reminded of the timing for renewal, if such renewal is required.

Name: Judge Dutton

Date: 8 September 2022

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/2022/0010
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) Mr Atul Mehta (258a Church Lane)
Respondent	:	Criterion Estates Limited
The Manager	:	Mr Kultip Singh Gill
Tribunal member	:	Judge Dutton Ms H C Bowers
Date of Order	:	12 September 2022

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, **both residential and commercial**, 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 Kultip Singh Gill

ORDER

2. In accordance with section 24(1) of the Landlord and Tenant Act 1987 (“the Act”) Mr Gill is appointed as Manager of the Property.
3. The Manager’s appointment shall start on **12 September 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.*
 - (b) *Subject to legal advice, the Manager has authority to seek to let the retail property at 250 Church Lane until the end of this Order on terms similar the existing retail units or such other terms as may be allowed/agreed.*
 - (c) *again, subject to legal advice to regularise the letting of the retail premises at 252 Church Lane, currently occupied by Mr Ilhan Arslan and if necessary to grant a lease on similar terms as the existing retail units or such other terms as may be allowed/agreed.*
 - (d) *demand and recover service charges attributable to both the residential flats and the commercial premises including those in the ownership of the Respondent.*
 - (e) *receive the rents payable in respect of the flats and the commercial premises and to hold same to the credit of the Respondent but to be first off set against any liability that the Respondent may have with regard to arrears of payments due under the leases at the property and the terms of the management Order. Any balance will be accounted for by the Manager at each year end.*

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 **and shall be entitled to charge a reasonable fee for this service** .
- 17. **The Manager is entitled to give the consents on behalf of the Landlord as set out in clause 3 of the leases and to deal with all applications for registration under this clause and to receive any fees payable.**

Legal Proceedings

- 18. 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.
- 19. Such entitlement includes bringing proceedings in respect of arrears of **rent and or** service charge attributable to any of the Flats **or commercial premises** 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.

20. 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

21. 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

22. The sums payable are:

- (a) **an annual fee of £3,000 per annum plus VAT from 1 April 2023 payable equally by each flat or retail unit for performing the duties set out in paragraph 3.4 of the RICS Code (so far as applicable);**
- (b) **the Manager waives any charge for the period from the commencement of this Order to 31 March 2023 inclusive.**

Ground Rent and Service charge

23. The Manager shall collect all rents payable under the residential and or commercial Leases. The sums so recovered shall be held for the Respondent upon terms that the funds are first used to reduce any arrears owed by the Respondent in respect of the two premises it has retained at 250 and 252 Church Lane and for future contributions and thereafter shall be paid to the Respondent at the end of each accounting year.

24. The Manager shall collect all **rents** service charges and insurance premium contributions payable under the Leases, in accordance with the terms and mechanisms in the Leases.

25. 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.

26. 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.
- 27. The Manager shall, as soon as practicable, make a one-off interim demand in the sum of £1,000 in respect of each unit from each leaseholder and the Respondent, whether residential or commercial, to ensure funds are available to insure the Property. Such sum to be paid by the tenant within 14 days of the demand**
28. 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

29. 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

30. 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.
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.

DIRECTIONS TO LANDLORD

32. The Landlord must comply with the terms of the Order above.
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 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.

35. 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

36. 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 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 33 of an Order of the Tribunal dated September 2022 have been complied with”

DIRECTIONS TO MANAGER

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

Registration

38. The Manager must make an application to HM Land Registry for entry of the restriction referred to in paragraph 35, within 14 days of the date of this Order.

Conflicts of Interest

39. 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

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

Insurance

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

42. 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

43. 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

44. The Manager must:

- (a) by **31 January 2023** 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.

45. 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

46. By **29 September 2023** (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

47. 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).

48. 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.

49. 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.