



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

Case reference : LON/00AP/LAM/2024/0012

Property : 50 Queens Avenue, Muswell Hill,
London N10 3NU

Applicant : Hazem Mohamed Fawzy Abdelhamid El-
Akhrawy

Representative : NWL Solicitors

Respondent : 50 Queens Avenue Ltd

Type of application : Appointment of Manager

Proposed Manager : Paul Cleaver, Urang Property
Management

Tribunal : Judge Nicol
Mr DI Jagger MRICS

**Date and Venue of
Hearing** : 30th September 2024;
10 Alfred Place, London WC1E 7LR

Date of decision : 30th September 2024

DECISION

The Tribunal appoints Mr Paul Cleaver of Urang Property Management as manager of the property at 50 Queens Avenue, Muswell Hill, London N10 3NU for 3 years on the terms in the appended Management Order.

Background

1. The Applicant is the lessee of one of the 4 flats, Flat B, at the subject property, 50 Queens Avenue, Muswell Hill, London N10 3NU. The Respondent is the lessee-owned freeholder of the building.

2. The Applicant seeks for Mr Paul Cleaver of Urang Property Management to be appointed as manager under section 24 of the Landlord and Tenant Act 1987.
3. The Tribunal issued directions on 8th May 2024 which were amended on 5th June 2024. Nothing was provided by the Respondent. The Applicant's solicitors provided a bundle of 387 pages with all the relevant documents.
4. The application was heard on 30th September 2024. The attendees were:
 - (a) The Applicant;
 - (b) Mr Nick Wright, counsel for the Applicant;
 - (c) Mr Spiro Leoussis of NWL Solicitors;
 - (d) Ms Caroline Hughes, lessee of Flat C, supported by Mr Martin Hughes;
 - (e) Ms Yoon Sil Cho, Ms Hughes's mother and witness for the Applicant;
 - (f) Mr David Jeffrey, lessee of Flat D;
 - (g) Mr Paul Stroud, lessee of Flat A; and
 - (h) The proposed manager, Mr Cleaver.
5. No-one attended the hearing on behalf of the Respondent. However, all the directors and shareholders of the company, namely the lessees, were present. The lessees being split over the management of the property, they each presumably felt unable to represent the company. None of the lessees opposed the appointment of a manager.
6. The Respondent having failed to comply with the directions or attend the hearing in their own right, it was arguable they should be barred from participation. It was more expedient simply to proceed with the hearing in the Respondent's absence. All of those involved in the Respondent company being present and not opposed to the application, it was clearly in the interests of justice to proceed without further delay.
7. Witness statements had been provided from the Applicant (x4), Ms Hughes, Ms Cho, and Mr MR Shams (an accountant who the Applicant had asked to help look at the service charge accounts). There being no-one to cross-examine them, they did not give live evidence and the Tribunal accepted their respective accounts.
8. Mr Wright summarised the Applicant's allegations against the Respondent as falling into 3 categories:
 - (a) The Applicant was dissatisfied that accounts had not been produced and money had been managed in a personal account rather than a company account, resulting in problems of accountability and transparency;
 - (b) Essential repairs had not been carried out.
 - (c) The Respondent had failed to enforce the lease so that breaches took place without any action to stop them.
9. The Respondent had also been fined twice for the late filing of accounts with Companies House.

10. The application makes a number of allegations against fellow lessees for alleged mismanagement of the property. However, the Tribunal is not being asked to award remedies for past misdeeds. The primary question is whether it is just and convenient to make an order appointing a manager. If an order is made, the primary concern is making sure that it works to the benefit of all lessees and the best way to ensure that is for all parties to co-operate in good faith and with good will. This may be made considerably more difficult if one or more of the lessees feels aggrieved by adverse findings as to their past behaviour. Sometimes, such findings are necessary in order to establish grounds for the appointment of a manager but, if possible, it is best to avoid aggravating the feelings or emotions which may otherwise hinder good management.
11. In this particular case, it is clear to the Tribunal that the current management arrangements are unsatisfactory. Accounts are not being kept to the proper standard, maintenance is not being carried out and breaches of the lease are being permitted by default. The lessees are currently unable to act together in their common interest. If this were to continue, management may deteriorate further and all lessees would find their valuable assets being diminished. It is clearly just and convenient for a management order to be made so that these issues may be addressed going forwards.
12. Mr Cleaver, the proposed replacement for the First Respondent, attended the hearing and the Tribunal were able to question him. He also provided a statement to which were attached the complaints procedure for his company, Urang Property Management Ltd, his management plan, evidence of his professional indemnity insurance, and details of his 15 previous Tribunal appointments or re-appointments – it is to his substantial credit that the Tribunal has never been faced with an application complaining about his management and/or asking for his removal from his Tribunal appointment. Urang is a member of ARMA and RICS. They are also registered with the FCA in order to be able to arrange insurance. Mr Cleaver appears to be familiar with the RICS Service Charge Residential Management Code and now has around 23 years' experience in finance, business administration and property management with Urang.
13. In the circumstances, the Tribunal is satisfied that it would be appropriate to appoint Mr Cleaver as the manager. He said that the issues currently apparent in the management of the subject property seemed straightforward and, if matters proceeded smoothly, could be addressed in about 18 months. However, he felt his appointment would be most effective if it lasted for a sufficient time to allow all the lessees to reach a position where they could work together. He asked that he be appointed for a period of 3 years, which the Tribunal accepts is appropriate. Any party, including Mr Cleaver, may apply to discharge or extend his appointment as they feel is necessary.
14. Paragraphs 4 and 5 of the draft Management Order provided in the Applicant's bundle suggested some additional terms which had been

drafted by Mr Cleaver's colleague. Apparently, they were added to try to meet some of the most common objections lessees make to a manager's activities during their appointment. This is an admirable objective and the Tribunal would certainly not discourage this practice. However, the suggested terms were somewhat vague and did not appear to provide any powers or guidance not already available to the manager under the management order, the lease or the RICS Residential Management Code of Practice. Therefore, the Tribunal has not included them in the appended Management Order.

15. The draft Management Order also gave the appointed manager the responsibility for any approvals or permissions under the leases. Mr Cleaver said it would help his management to have a degree of control over sub-letting. It seems to the Tribunal that management of the property would be assisted by having all such matters in the manager's hands and it would not be practical to leave them with the Respondent.
16. For the above reasons, the Tribunal appoints Mr Cleaver as manager for the property on the terms of the appended Management Order. It is to be hoped that all lessees will co-operate with Mr Cleaver to ensure the efficient management of the property. This includes paying any service charges as and when they are demanded. If any lessee is dissatisfied with Mr Cleaver's service or the service charges, there are legal remedies which do not include non-cooperation or non-payment of charges.

Name: Judge Nicol

Date: 30th September 2024

RIGHTS OF APPEAL

1. 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.
2. 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.
3. 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.
4. 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.