



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

Case Reference : HAV/00HH/LAM/2024/0601/ST

Property : Albert Court, Market Street, Torquay, TQ1
3AQ

Applicant : Mr Krzysztof Kazimierz Pilch
Mr Jonathan Ruth
Mr Anthony Cattermull
Mr & Mrs Suchorski
Mr & Mrs Nowosad
Mr A & Mrs S Coleman
Mr Charles Hopton
Mr Vince Benney
Miss Bryony Rose Croucher
Mr Krzysztof Nogas
Mr & Mrs Kendrew
Mr Daniel Harwoo

Representative : Mr Pilch, Flat 3

Respondent : Mr Steven Angus Millar
The Leaseholders
Ms Y Condren

Representative :

Type of Application : Appointment of a Manager
Section 24 of the Landlord and Tenant Act
1987 (the Act)

**Tribunal
Member(s)** : Regional Judge Whitney
Mr B Bourne MRICS

Date of Decision : 10 December 2024

DECISION

1. This application has a long history. A manager was first appointed in 2017. Yvette Condren was appointed as Manager of the Property from 1 September 2021 until 31 August 2022. This order was extended in 2022 extending her appointment until the end of October 2024.
2. An application has been received from the First Applicant seeking to appoint a Mr Eden as Ms Condren does not wish to extend her appointment. Since the first directions were issued the other leaseholders listed as Applicants have indicated they support the Application and wish to be represented by Mr Pilch
3. Directions were issued on 2nd October 2024. These provided that Ms Condren would continue as manager until further order. Those directions flagged that the Tribunal would need to be satisfied that it was just and convenient after some 7 years for a manager to remain in place.
4. Those directions were complied with by the Applicant. No Respondent has filed any documents. A hearing bundle of 63 pdf pages was produced and references in [] are to pages within that bundle. Ms Condren had also filed a report of progress which then Tribunal had before it.

HEARING

5. The hearing took place by CVP with the Tribunal sitting at Havant Justice Centre. Ms Condren attended as well as Mr Pilch and Mr Eden his nominated manager. Messrs. Ruth (flat 5), Nogas (flat15) and Harwood (19) also attended and each confirmed Mr Pilch would be representing them.
6. The hearing was recorded and so we set out below the salient points only of the hearing.
7. Mr Millar was not in attendance. Ms Condren confirmed she had last communicated with Mr Millar on 22nd October 2024 by email about matters relating to one of his flats. He had used the email address which had been used by the Tribunal to send notice of the hearing and other documents to him. The Tribunal was satisfied that notice of the hearing had been given to Mr Millar and it was in the interests of justice to proceed.
8. Ms Condren spoke to her report. She explained she did not wish to continue as manager as she no longer wished to deal with Mr Millar. She explained he had been abusive on the telephone to the extent she would only correspond by email. Further in her view he did not properly appreciate his responsibilities to the Building. In December 2023 he had ceased paying his service charge and she had to resort to instructing solicitors. The arrears were all paid in May 2024. This had led to some delays although currently he was now paying his charges.

9. Ms Condren explained she has now completed all works referred to in the order extending her appointment save for the external redecorating. She explained that she believed the Building was now in good order with the lift working, insurance in place and generally in better repair. She explained she had begun a section 20 consultation for the external works. She was due to serve the second stage notice and would then be looking to issue an ad hoc demand for about £850 per unit which would then enable her to do this work.

10. Ms Condren confirmed she would be prepared to continue as manager until this work is complete.

11. Mr Pilch explained he has owned his flat for about 5 years and throughout that time there has been a Tribunal Appointed Manager. He has been told Mr Millar did not adhere to his responsibilities and he and the other Applicants are concerned that if management returned to Mr Millar the Building would fall back into disorder. Mr Millar lives some distance away and is not known to personally visit his units. He believes Ms Condren has got the Building back into good repair and he would not want to see the Building falling back into disrepair. Those who have experience of when Mr Millar was managing have concerns that this would be the case.

12. Mr Eden explained he had been involved in estate agency for about 10 years. Previously only dealing with sales and lettings but had recently moved into block management in 2021.

13. He explained he had dealings with Mr Millar as he is engaged in the management of flat 10. His clients flat had a leak from the flat above which belongs to Mr Millar.

14. Mr Eden explained he would be seeking a 12 month agreement at a fee of £5,500 per annum inclusive of vat. He referred to his letter [57]. He understood he would be required to provide continuing management and adhere to the leases. He understands if there were issues he may need to revert to the Tribunal.

15. He explained he had last visited Albert Court over a year ago. He had not visited in preparation for taking on the management. He explained within his business the block management is undertaken by him and one other employee, with one other employee assisting with accounts.

16. Currently he manages 27 developments 9 of which belong to a developer client. The developments vary in size with the largest consisting of about 50 units and being a retirement development with an on site Manager. Some have a mixture of leasehold and freehold units. He has not previously had a Tribunal appointment. He has a Level 3 Sales and Lettings and Property Management qualification. He is applying to become an associate member of the Property Institute although he has not completed the application. He does not believe he requires any further qualification to become a member.

17. He explained he had not done a management plan yet. He wasn't clear that this was required. He explained in respect of his insurance he realised if he was to be appointed he would need to increase the amount.

18. Upon questioning by the Tribunal as to the Insurance [59] which was said to be "Estate Agency Insurance" he believed this covered him for block management. If appointed he would make enquiries and check that he was personally covered as well as his company. He had not discussed with his broker yet. The Tribunal suggested that in their experience the premium may increase considerably. He said he would have to consider the amount charged against the income he was likely to make.

19. The Tribunal asked if he believed his registration with the Property Ombudsmen covered him for block management? The Tribunal highlighted that the Ombudsmen's website only referred to estate agency and letting. He thought he was covered but had not checked. He operated a complaints scheme which complied with the Ombudsmen's rules.

20. He explained he had been approached about the potential appointment a few months ago. He confirmed he would like to be appointed.

21. Each of those attending offered their thoughts on the appointment. Mr Harwood explained that whilst he had only been a leaseholder for a short time he supported the manager. It transpired he had purchased his flat from Mr Millar in June 2024.

22. Ms Condren confirmed that she believes Mr Millar directly or via his companies now only owns 11 units. He has converted the 6 commercial units into residential flats. There was some discussion as it appears Mr Millar may be trying to sell other units.

23. The Tribunal thanked all for their attendance. It confirmed Ms Condren would continue as manager until further order and the Tribunal advised the leaseholders they may wish to consider taking legal advice over the ownership structure and the like given no Land Registry entries showing who was the freeholder and exactly what leases were in existence.

DECISION

24. Ms Condren shall continue as manager to complete the outstanding external re-decorations. Her appointment shall continue until 28 days after certificate of practical completion of such works is issued.

25. Thereafter the Management Order shall cease and management shall revert to the freeholder or such persons whom he shall appoint.

26. On termination of her appointment Ms Condren shall send to the Tribunal and all parties a statement of account and any service

charge funds held shall be transferred to the freeholder. Such to be completed as soon as is reasonably practicable.

27. Any party may apply for further directions.

28. Ms Condren shall send a copy of this decision to all leaseholders and the freeholder within 14 days of issue.

29. We considered carefully all of the evidence we heard. We must commend Ms Condren on a job well done. All present at the hearing agreed she had completed all of the works which were the object of the varied management order save for the external redecorations for which consultation had begun. Given Ms Condren indicated she was prepared to remain as manager to complete such works in this Tribunal's judgment it would be prudent to let her do so.

30. We take account of the fact that the appointment of a tribunal manager is a remedy of last resort. Mr Millar (or the entity he controls) which owns the freehold has had its management function removed from it for some 7 years. Once the planned external works have been completed the Building will be back into good order. We are satisfied that there is no evidence that it remains just and convenient to continue the appointment. In our judgment once the external redecorations are complete management should return to Mr Millar. He should however be under no illusion there is an expectation that he will then comply with all of the lease terms and the statutory requirements and if he fails to do so then a manager may be appointed.

31. We did consider whether we should appoint Mr Eden. Currently we are not satisfied it would be appropriate to appoint him. Mr Eden was keen and we can see is doing much to familiarise himself with block management. His efforts are commendable. However being appointed as a Tribunal Manager comes with its own unique challenges and we were not satisfied Mr Eden fully understood the same.

32. In particular we have concerns over the insurance and his Property Ombudsmen registration. These are matters we would have expected he would have checked and satisfied himself were adequate for someone seeking to be appointed by a Tribunal to manage a block. Further at the very least we would have expected him to have visited and in a situation such as this to have had discussions with Ms Condren and to have given some thought to his management plan.

33. For all of the above reasons whilst we order a short extension of Ms Condren's appointment we decline to appoint Mr Eden.

RIGHTS OF 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
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, the 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.