



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

**Case reference** : **LON/00BK/LAM/2024/0013**

**Property** : **11 Clifton Road, Little Venice,  
London W9 1SZ  
Russell Reader (Flat 1)**

**Applicants** : **Stephen Jones (Flat 2)  
Mark Camilleri (Flat 3)**

**Respondent** : **Golden Melody Estate Ltd**

**Type of application** : **Appointment of Manager**

**Proposed Manager** : **Simon Wainwright BSc (Hons) FRICS**

**Tribunal** : **Judge Nicol  
Mr K Ridgeway MRICS**

**Date and venue of  
Hearing** : **29<sup>th</sup> August 2024  
10 Alfred Place, London WC1E 7LR**

**Date of decision** : **16<sup>th</sup> December 2024**

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**DECISION**

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(1) In accordance with section 24 of the Landlord and Tenant Act 1987, the Tribunal appoints **Mr Simon Wainwright BSc (Hons) FRICS** as Manager of the property at **11 Clifton Road, Little Venice, London W9 1SZ** for a period of **2 years** on the terms of the Order attached hereto.

(2) The Tribunal makes the following orders in relation to costs:

- (a) The Respondent shall reimburse the Applicants their Tribunal fees of £320.
- (b) The Respondent may not add any costs of these proceedings to the Applicant's service charges, pursuant to section 20C of the Landlord and Tenant Act 1985.
- (c) The Applicants' application under rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 is refused.

### **Reasons**

1. The subject property is a 4-storey terraced building containing 3 residential flats above a commercial unit. The freehold is owned by the Respondent. The Applicants are lessees of the 3 flats.
2. The Applicants applied for a management order under section 24 of the Landlord and Tenant Act 1987 (the "Act") to appoint Mr Simon Wainwright BSc (Hons) FRICS of as the manager of the property.
3. The application was heard on 29<sup>th</sup> August 2024. The attendees were:
  - (a) Ms Nikki Weller, representing the First Applicant;
  - (b) The Second Applicant, accompanied by Mr Joe Jones;
  - (c) The Third Applicant; and
  - (d) Mr Wainwright, the proposed manager.
4. The documents before the Tribunal consisted of a bundle of 509 pages from the Applicants, which included a draft management order.
5. During the course of the proceedings, the parties sensibly made efforts to reach an agreement, despite a degree of mutual animosity. These efforts culminated in the Respondent stating in an email dated 2<sup>nd</sup> August 2024 that they agreed the appointment of Mr Wainwright as manager, save that he should not be responsible for collecting the ground rent. They then did not attend the hearing.
6. The Applicant made numerous allegations against the Respondent which were said to justify the appointment of a manager. The Tribunal heard no evidence in relation to them because of the degree to which the parties were in agreement. However, in the light of that same agreement, the Tribunal is satisfied that it is just and convenient under section 24(2)(b) of the Act to make a management order.
7. Although nominated by the Applicants, the manager is the Tribunal's appointee, answerable solely to the Tribunal for the performance of his duties, not to either of the parties. Therefore, the Tribunal had to be satisfied itself that Mr Wainwright was a suitable appointee.
8. In accordance with the Tribunal's Practice Statement in relation to the Appointment of Managers, Mr Wainwright had provided a statement of his experience, details of his remuneration, his management plan, his firm's complaints procedure and details of his two previous Tribunal appointments. The Tribunal also asked Mr Wainwright some questions and is satisfied from this material that he is a suitable appointee.
9. The Applicants asserted that the collection of ground rents was a potential area of dispute if the Respondent continued to collect it. Mr Wainwright said he had not been

tasked with collecting the ground rent in his previous two appointments but was happy to do so here, if required. The Respondent asserted in their email of 2<sup>nd</sup> August 2024 that having the manager collect the ground rent as well as the service charges was just an unnecessary complication which would result in additional movements of money.

10. Mr Wainwright had not provided his full schedule of charges, including his charges for collecting the ground rent, and so the Tribunal directed him to send it in after the hearing. This revealed that his charges for collecting the ground rent were up to 10% of the sums in question. This is arguably an unnecessary additional cost to the Respondent which should be avoided if possible.
11. With the management of the property removed from the Respondent, there is less for the parties to dispute. At some point in the future, when there is no longer a need for the services of a Tribunal-appointed manager, the parties are going to have to find a way of accommodating each other. It should not be beyond them to organise a mutually acceptable means of paying the ground rent. The Tribunal has decided not to include the collection of ground rent in the management order.
12. The Applicants sent in a Word version of the draft management order, from which the Tribunal has finalised the order attached. If it is not possible to sort out matters between them, the parties and the manager remain at liberty to apply for the order to be varied, if there are good reasons for doing so.
13. The Applicants sought a number of orders in relation to costs:
  - (a) They sought reimbursement from the Respondent of the Tribunal fees of £320. The Applicants have successfully obtained the management order they sought so it is appropriate that the Respondent pay those fees.
  - (b) The Applicants also sought an order that the Respondent should not be permitted to add their costs of these proceedings to the service charge under section 20C of the Landlord and Tenant Act 1985. It is not clear that they have incurred any such costs or would seek to add them to the service charge. However, collection of such charges would be an unnecessary complication at the start of the manager's term and so the Tribunal decided to make the order.
  - (c) The Applicants applied on 30<sup>th</sup> September 2024 for an order for costs under rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.
14. The relevant parts of rule 13 state:
  - (1) The Tribunal may make an order in respect of costs only—
    - (a) ...
    - (b) if a person has acted unreasonably in bringing, defending or conducting proceedings in—
      - (iii) a leasehold case; ...
15. The Upper Tribunal considered rule 13(1)(b) in *Willow Court Management Co (1985) Ltd v Alexander* [2016] UKUT 0290 (LC). They quoted with approval the following definition from *Ridehalgh v Horsefield* [1994] Ch 205 given by Sir Thomas Bingham MR at 232E-G:

"Unreasonable" ... means what it has been understood to mean in this context for at least half a century. The expression aptly describes conduct which is vexatious, designed to harass the other side rather than advance the resolution

of the case, and it makes no difference that the conduct is the product of excessive zeal and not improper motive. But conduct cannot be described as unreasonable simply because it leads in the event to an unsuccessful result or because other more cautious legal representatives would have acted differently. The acid test is whether the conduct permits of a reasonable explanation. If so, the course adopted may be regarded as optimistic and as reflecting on a practitioner's judgment, but it is not unreasonable.

16. The Upper Tribunal in *Willow Court* went on to say:

24. ... An assessment of whether behaviour is unreasonable requires a value judgment on which views might differ but the standard of behaviour expected of parties in tribunal proceedings ought not to be set at an unrealistic level. We see no reason to depart from the guidance given in *Ridehalgh* at 232E, despite the slightly different context. "Unreasonable" conduct includes conduct which is vexatious, and designed to harass the other side rather than advance the resolution of the case. It is not enough that the conduct leads in the event to an unsuccessful outcome. The test may be expressed in different ways. Would a reasonable person in the position of the party have conducted themselves in the manner complained of? Or Sir Thomas Bingham's "acid test": is there a reasonable explanation for the conduct complained of?

26. We ... consider that tribunals ought not to be over-zealous in detecting unreasonable conduct after the event and should not lose sight of their own powers and responsibilities in the preparatory stages of proceedings. As the three appeals illustrate, these cases are often fraught and emotional; typically those who find themselves before the FTT are inexperienced in formal dispute resolution; professional assistance is often available only at disproportionate expense. ...

17. The Applicants' grounds are that the Respondent failed to engage with the Applicants prior to the hearing, not going to mediation and responding in a hostile manner. The Tribunal is not satisfied that this passes the high hurdle set out above. The Respondent perhaps could have been more conciliatory at times but it must be remembered that the Applicants were refusing to pay their service charges despite having no legal right to do so – disputing a service charge does not relieve a lessee of the obligation to pay. The Respondent's actions were not designed to harass the Applicants rather than advance the resolution of the case. The rule 13 application is refused.

18. The Tribunal has unfortunately taken considerably longer than it should have done to produce this decision, which has inconvenienced the parties and Mr Wainwright. The Tribunal apologises and hopes that the parties can now proceed in accordance with the management order.

**Name:** Judge Nicol

**Date:** 16<sup>th</sup> December 2024

## **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).



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Russell Reader (Flat 1)**

**Applicants** : **Stephen Jones (Flat 2)  
Mark Camilleri (Flat 3)**

**Respondent** : **Golden Melody Estate Ltd**

**The Manager** : **Simon Wainwright BSc (Hons) FRICS**

**Tribunal** : **Judge Nicol  
Mr K Ridgeway MRICS**

**Date of Order** : **16<sup>th</sup> December 2024**

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**MANAGEMENT ORDER**

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**Interpretation**

1. In this Order:

**“The Property”** means the flats and other premises known as **11 Clifton Road, W9 1SZ** and registered at HM Land Registry under title number NGL586763 and shall include the building, outhouses, gardens, amenity space, drives, pathways landscaped areas, flower beds, passages, bin-stores, common parts, storage rooms basements, electricity and power rooms; and all other parts of the property.

**“The Landlord”** shall mean **Golden Melody Estate 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 in the Property.

**“The Manager”** means **Simon P Wainwright BSc (Hons) FRICS**

**“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”) **Simon P Wainwright BSc (Hons) FRICS** of JPW Property Management Ltd is appointed as Manager of the Property.
3. The Manager’s appointment shall start on **16<sup>th</sup> December 2024** (“the start date”) and shall end on **31<sup>st</sup> December 2027** (“the end date”).
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.
5. The purpose of this Management Order is to provide for the management of the Property.
6. The Manager shall manage the Property in accordance with:
  - (a) the terms of this Order and the Directions set out below;
  - (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);
  - (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
  - (d) the provisions of sections 18 to 30 of the Landlord and Tenant Act 1985.
7. 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.

8. 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.
9. 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.
10. The Tribunal may, upon receipt of information or notification of change of circumstances, issue directions to the parties, or any other interested person, concerning the operation of this Order, both during its term, and after its expiry.
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.
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), Landlord and Tenant Act 1987. Circumstances in which a request for such directions may be appropriate include, but are not limited to:
  - (a) a serious or persistent failure by any party to comply with an obligation imposed by this Order;
  - (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
  - (c) where the Manager is in doubt as to the proper construction and meaning of this Order.

### 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
  - (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 this order.
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.

### 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 [and rent] 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. The Tenants are responsible for payment of 75% 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 25% of those fees save that they may pass on the cost to the tenant to whom they let the commercial unit.
20. The sums payable are:
  - (a) an annual fee of **£600** per flat for performing the duties set out in paragraph 3.4 of the RICS Code (so far as applicable);
  - (b) an annual fee of **£600** for the commercial unit for performing the duties set out in paragraph 3.4 of the RICS Code (so far as applicable);
  - (c) 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
  - (d) VAT on the above fees.

#### Ground Rent and Service charge

21. The Manager shall not collect the 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;
  - (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;

- (d) alter the accounting year and to collect arrears of service charge and insurance that have accrued before their appointment.
24. 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 part of the Property retained by the Landlord, or let on terms which do not require the payment of a service charge.
25. To ensure that the Manager has adequate funds to manage the Property, the Manager may immediately collect £500 from each Tenant and, as the case may be, £500 from the Landlord. Any sum demanded by the Manager shall be payable within 28 days.
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 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. The Details of the fees charged are set out in the Appendix of additional fees.

#### Disputes

28. In the event of a dispute regarding the payability of any sum payable under this Order by the lessees, 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.

#### **DIRECTIONS TO LANDLORD**

32. The Landlord must comply with the terms of this Order.
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 30 days from the date of this Order, the Landlord must provide all necessary information to the Manager to provide for 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.

#### **DIRECTIONS TO MANAGER**

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

#### Entry of a Form L restriction in the Register of the Landlord's Registered Estate

38. To protect the direction in paragraph 33 for procurement by the Landlord, of a direct covenant with the Manager, **the Manager must apply** for the entry of the following restriction in the register of the Landlord's estate under title no. **NGL586763**.

“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 13<sup>th</sup> December 2024 have been complied with”

#### Registration

39. The Manager must make an application to HM Land Registry for entry of the restriction referred to in paragraph 38 within 14 days of the date of this Order.
40. A copy of the Order should accompany the application (unless it is submitted by a solicitor able to make the necessary declaration at Box 8(c) of the RX1 application form). The application should confirm that:
  - this is an Order made under the Landlord and Tenant Act 1987, Part II (Appointment of Managers by a Tribunal) and that pursuant to section 24(8) of the 1987 Act, the Land Registration Act 2002 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.

- Consequently, pursuant to Rule 93(s) of the Land Registration Rules 2003, the Manager is a person regarded as having sufficient interest to apply for a restriction in standard Form L or N.

#### Conflicts of Interest

41. 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

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

#### Insurance

43. The Manager must maintain appropriate building insurance for the Property and ensure that the Manager's interest is noted on the insurance policy.
44. From the date of appointment, and throughout the appointment, the Manager must ensure that he 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

45. 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

46. The Manager must:
  - (a) by **31<sup>st</sup> January 2025** 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;
  - (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 their 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.
47. 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

48. 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

49. 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).
50. 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.
51. The Manager must reimburse any unexpended monies to the paying parties, or, if it be the case, to any new Tribunal appointed Manager within three months of the end date or, in the case of a dispute, as decided by the Tribunal upon an application by any interested party.

### **Schedule of Additional Fees**

