



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

Case reference : **LON/00AH/LAM/2024/0026**

Property : **17 Lismore Road, South Croydon CR2
7QA**

Applicant : **(1) Ms Jacky Tiotto
(2) Ms Sujeong Shih**

Representative : **Ms Jacky Tiotto, in person**

Respondent : **Mr Brian Goode**

Representative : **No appearance**

Type of application : **Application for the appointment of a
manager: s.24 Landlord and Tenant Act
1987**

Tribunal members : **Judge M Jones
Mr S Mason FRICS**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of hearing : **13 December 2024**

Date of decision : **Summary Decision given orally, 13
December 2024; written reasons dated
16 January 2025**

DECISION

Summary of the Decision of the tribunal

- (1) Ms Jacky Tiotto is appointed as Manager of the Property at **17 Lismore Road, South Croydon, CR2 7QA** and registered at HM Land Registry under title number **SGL516121**, until 31 December 2027 on the terms set out in the Management Order dated 13 December 2024, and pursuant to section 24(1) of the Landlord and Tenant Act 1987.
- (2) The Respondent shall repay the £330 fees paid by the Applicant, within 21 days of the date of the Management Order.
- (3) In accordance with Rule 13(1)(b) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal further orders the Respondent to pay to the Applicant the additional sum of £400 as a contribution to her reasonable costs of the proceedings, within 21 days of the date of the Management Order.
- (4) Pursuant to Section 20C of the Landlord and Tenant Act 1985, and paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, no costs incurred by the Respondent in connection with these proceedings before the Tribunal are to be regarded as relevant costs to be taken into account in determining the amount of any service or administration charge payable by the Applicants.

The Tribunal's Reasons

Background

1. Ms Jacky Tiotto is the lessee jointly with her daughter of Flat 1, 17 Lismore Road, South Croydon, CR2 7QA ("**the Property**"), and Ms Mori Bates was formerly the lessee of Flat 3 within the Property.
2. By written application in Form Leasehold 2 dated 10 June 2024, Ms Tiotto and Ms Bates sought the appointment of themselves as manager(s) in respect of the Property, in accordance with Section 24 of the Landlord and Tenant Act 1987 ("**the Act**"). The text of the relevant parts of the section is reproduced at the end of this decision.
3. As the proceedings progressed at an early stage through the Tribunal's administrative processes, Ms Bates sold her interest in Flat 3 to the (new) Second Applicant, Ms Sujeong Shih, who has been permitted to be substituted as Second Applicant.
4. The Property is a Victorian semi-detached house, which has at some point been converted into 3 residential flats, held on long leases. The lease of Flat 1 is dated 26 August 1988, the term having been extended in 2022, and the lease of Flat 3 is dated 11 December 1987. As to Flat 2, in

the Charges Register for the freehold title to the Property a lease dated 10 July 2012, for a term of 150 years from 29 September 1987 is noted.

5. The leases of Flats 1 and 3 contain, in summary, the usual covenants on the part of the landlord to maintain and repair the structure, exterior and common parts of the Property, including installations for the supply of gas, electricity and water, and to insure the Property against all usual risks.
6. The freehold of the Property is held by the Respondent Mr Brian Goode, whose stated address in the Proprietorship Register is at the Property. He acquired freehold title on 16 May 1996, and his title was registered on 20 May of that year. We understand him to be the lessee of Flat 2, albeit that we were informed in the evidence on the application that he has not lived there for many years, is believed to reside in the Netherlands, and that Flat 2 is occupied by his niece, who states herself to have no contact with her uncle.
7. From the uncontested evidence of the Applicants, the Respondent is the very archetype of an absentee landlord who takes no interest in the Property whatsoever, save when there is financial profit for him. This has manifested itself in the Respondent having undertaken no repairs or maintenance for a period of at least 27 years, from his acquisition of the freehold. It appears that lessees of Flats 1 and 3 have paid for maintenance and repairs on an *ad hoc* basis over the years, but the absence of any structured form of programme of repairs and maintenance has led to the Property now needing urgent repair to boundary fences, the roof, guttering and to external brickwork, as a minimum.
8. Perhaps more alarming still, the Property is uninsured, and has proved impossible to insure by the lessees of Flats 1 and 3, creating an obvious risk to their homes, and to the financial investment each has in them.
9. We were informed by Ms Tiotto, and accept, that the Respondent simply fails or refuses to acknowledge correspondence relating to the maintenance and insurance of the Property, whether delivered to Flat 2, or sent to his email address, blgoode@mail.com.
10. In contrast to the failure to respond to correspondence concerning maintenance of the Property or to arrange for its insurance, we were told by Ms Tiotto and find that the Respondent was extremely receptive to communications relating to her desire to extend the term of her lease in 2021-2, for consideration of £25,000 and legal fees of £3,500, which included correspondence exchanged with his said email address. We find that the Respondent is not rendered *incommunicado*, but simply elects not to undertake his contractual obligations to his lessees, for reasons best known to himself.

The Preliminary Notice

11. The original Applicants served a Preliminary Notice under s.22 of the Act on 2 December 2023, by delivering a copy to the Respondent's demise at Flat 2 within the Property, and by sending a copy to the blgoode@mail.com email address.
12. The Grounds specified in schedule 2 were that the Respondent was in breach of his obligations owed to the leaseholders under their leases, and that there were other circumstances that made it just and convenient for the appointment of a manager.
13. The Third Schedule set out the various matters relied upon by the tenants. For the purposes of this Decision, they bear repetition:

"1. The landlord is failing to keep the property in a good state of repair, thereby threatening the value, safety and saleability of our leasehold properties.

2. The landlord is aware of existing water ingress via the roof as well as being aware of the general disrepair of the roof, soffits and fascias which have not been maintained over the last 20 years and is failing to act.

3. The landlord has failed to raise service charges in his whole tenure as freeholder (over 20 years) and as such there are no funds to maintain the property.

4. No bank account exists in respect of any charges or funds to maintain the property and there are no means to pay for repairs

5. The landlord lives abroad and does not answer email correspondence. He has not provided a postal address. A relative of his lives in his flat in the building but says she does not have any means of contacting him.

6. Repeated requests have been made by the two other existing leaseholders for help with repairs in respect of the entire building. The same is true for the previous leaseholder. They have had to pay the costs of repair and maintenance both recently and over many years.

7. The landlord is preventing the leaseholders from exercising their legal rights as property owners.

8. The landlord is preventing the leaseholders from carrying out necessary repairs on the building, thereby threatening the value, safety of the properties and allowing it to be left in a state of disrepair.

9. The landlord is preventing the leaseholders from obtaining assurance that the building is properly and legally insured at all times. We have no copies of current insurance or confidence that it is insured.

10. Breaches of obligations owed to the tenants under the lease – sub – section 5 (5) (a) which states:

▪ *That the lessor will maintain and keep in good and substantial repair and condition:*

(i) The main structure of the building, including without limiting the foregoing, the principal internal timbers and walls, and the exterior walls and foundations and the roof, thereof with the main water tanks, main drains, gutters, and rain water pipes

(ii) The common parts

(iii) The boundary walls and fences of the building

(iv) To insure and keep insured the building

(v) To keep clean the common parts, including the windows”

14. The Notice went on to specify, in Schedule 4, the various remedial works and activities required of the landlord, requesting that they be attended to within 28 days.

The Application

15. There was no response to the Notice from the Respondent, or anyone else instructed on his behalf. This ultimately prompted the application of 10 June 2024.
16. Upon considering the application, Judge Carr requested the case officer Ms Khilji to write to the Applicants informing them that it is extremely unusual to appoint leaseholders as Tribunal-appointed managers, where the Tribunal would need to be satisfied that they possessed the relevant expertise, as to questions of conflict of interest and as to indemnity insurance. She listed the matter for an oral case management hearing, and directed the lessees to send to the Tribunal and Respondent a statement setting out the identity of the person wishing to be nominated, their experience of managing property and the attempts made to contact potential managers.

The Applicants’ First Statement

17. Ms Tiotto complied with the direction, sending a detailed statement by email on or about 6 August 2024, which also attached an emailed statement from Ms Bates, albeit that the latter had recently moved away. In her statement, Ms Tiotto explained she was not a qualified property professional, but she had been the owner of several leasehold properties and expressed herself as being aware of both requirements of freeholders, lessees and the statutory responsibilities of freeholders as responsible persons, specifically in respect of the Fire Safety (England) Regulations 2022. In addition, Ms Tiotto explained that she is the Chief

Executive of a large Arm's Length Body of Government, being a senior social worker by profession, and stated that she felt that she possessed the skills to manage the interests of three flats in a converted house.

18. Ms Tiotto gave a considerable degree of detail as to her repeated discussions regarding her situation with LEASE, and explained that the alternative suggested route of seeking to acquire the freehold of the Property was simply not open to her owing to impecuniosity. She detailed her efforts to find a professional manager, which had involved discussing the matter with a named chartered surveyor, and then direct enquiries of no fewer than six named property management companies in and around the Croydon area. Not one was prepared to provide a management service to a residential property comprising (just) three flats. None would assist, and none could suggest alternatives.
19. As Ms Tiotto wrote in her (first) statement:

“Since it has not proved possible to secure the services of an external manager and the risks to us as leaseholders are current and serious, I urge the court to consider this appointment, even on an interim basis so that buildings insurance, service charge funds and a fire assessment can be quickly established. The building is without proper emergency lighting in the event of fire, there are no working smoke alarms in communal areas, there is no signage and there have been no checks of doors to communal parts of the building in respect of fire. This is a risk to our personal safety and our leasehold interest in our properties. The freeholder as a responsible person is in breach of his legal responsibilities. There is no other known course of action open to us.”

Case Management

20. The oral case management hearing directed by Judge Carr took place before Judge Prof. R Percival on 22 August 2024, attended by the First Applicant Ms Tiotto and, it seems briefly by the new Second Applicant, Ms Shih, who had recently acquired Flat 3 from Ms Bates. By then, the application had evolved to the extent that Ms Tiotto sought the appointment of herself, alone, as manager, Ms Bates' application having effectively fallen away.
21. By the written directions of Judge Prof. R Percival, the parties' attention was specifically drawn to the recent Practice Statement on the Tribunal's Consideration of Who to Appoint as a Manager – Revised Version July 2023, issued by the Chamber President, Siobhan McGrath. A copy may be viewed at the following link: <https://www.judiciary.uk/wp-content/uploads/2022/01/AOM-Practice-Statement-July-2023.pdf>
22. By the written directions it was confirmed that the First Applicant was aware that the Tribunal will only in exceptional circumstances appoint a leaseholder as a manager, as made clear in §8 of the Practice Statement. It was confirmed in the directions that Ms Tiotto indicated at the hearing that she would continue in her efforts to secure a professional manager,

further to the attempts particularised in her August statement, and that if she were able to do so, she would immediately inform the Tribunal.

The Applicants' Case

23. In compliance with the directions given, the Applicants filed and served a written statement setting out their case that the circumstances were so exceptional as to warrant the appointment of a leaseholder as a manager, including the reasons why the Applicants considered no alternative approach to their difficulties was appropriate. This explained that subsequent to the hearing on 22 August 2024, the First Applicant had again sought advice from a surveyor, to the effect that no surveyor would be willing to be appointed and that management agencies would be unlikely to take on management responsibilities for three flats because the costs of doing so would be unviable. This was subsequently confirmed on Ms Tiotto's approach to a seventh identified property managing agents' firm.
24. All this took place against the background, as we find, of wholesale neglect of the Property by the Respondent freeholder, where it was uninsured and, despite the lessees' best efforts, no insurance could be obtained. The Fire Safety Regulations 2022 were breached, with no fire safety doors within the Property, and no appropriate signage, escape plans, smoke alarms or annual checks. The litany of defects included damaged and crumbling masonry, failing gutters, ingresses of water, missing roof tiles, and defective boundary fencing.
25. In seeking to satisfy the Tribunal that appropriate measures were in place to enable her appointment as manager and to demonstrate compliance with the requirements of the Practice Statement, the First Applicant provided a commendable wealth of evidence of her personal commitment and ability to protect and preserve the interests of the lessees, and of the Property. This included:
 - 25.1 The First Applicant had incorporated a company with Companies House, named Seventeen Lismore Limited, registered company no. Number 15944157 ("**the Company**"), to provide assurance of the separate financial and legal arrangements for the management of the property. The lessees of Flats 1 and 3 are officers of the company, and the company secretary is the First Applicant's daughter, who is a co-owner of Flat 1.
 - 25.2 The First Applicant had opened a business banking account for the Company with Zempler Bank, and provided details. It was proposed that this account would be used to hold funds paid for service charges and any extra works.

- 25.3 Ms Tiotto had obtained professional indemnity insurance for £250,000 per claim and £5 million public liability insurance for the Company through Gallagher, a reputable firm of insurance brokers. She had paid for this out of her own pocket until the outcome of the application was known.
- 25.4 Ms Tiotto had been accepted for Property Mark (ARLA) membership as a student member, and had enrolled onto the Level 3 in Property Agency course, with a view to completing that body's examinations, and paying for membership and examination fees from her own pocket.
- 25.5 Ms Tiotto provided a substantial body of evidence as to obtaining advice and assistance to support her in the event of appointment, including identification of FB Surveying to provide necessary surveying advice, and the appointment of a Mr Robert McDonnell, an experienced builder as a director of the Company. She had identified Mr Duggan of Edwards Accounting to maintain the Company accounts and annual submissions to HMRC.
- 25.6 Ms Tiotto had identified a reputable firm, CDH Risk Management Ltd., which had undertaken an initial fire risk assessment, and which was proposed to be retained for ongoing consultancy. If appointed, she proposed to implement that company's recommendations in full.
- 25.7 Indeed, by the date of the hearing, Mr Tiotto had commissioned a full fire risk assessment by CDH, conducted on 16 November 2024, and was able to provide us at the hearing with a copy of the report of Mr Colin Harvell CMIOSH GIFireE MIIRSM MIFSM.
- 25.8 Ms Tiotto had made enquiries of the government certified MoneyShield scheme, offering client money protection and property redress for a fee of £460 per year which, if appointed, she proposed to join.
- 25.9 Ms Tiotto had familiarised herself with the RICS Code of Practice, and in particular the duties of a manager as set out in Part 3 therein, and with the complaints procedure of that body. She both expressed willingness to be cross examined on these by the Tribunal, and noted the parallels with the NOLAN principles of public service to which she had subscribed for decades as a senior public servant.
- 25.10 Additionally, the First Applicant had prepared and submitted a detailed and comprehensive management plan, in accordance with paragraph 11 of the Practice Statement, to which we paid close regard.

- 25.11 For all the work involved in management, if appointed, Ms Tiotto suggested an annual management fee of (just) £100 per flat, to cover petrol, paper and telephone costs. It was apparent, and we find, that she was not seeking to undertake this role for personal gain.
26. As to her character generally, the First Applicant provided evidence, and insofar as is necessary we find, that she is aged 59 and has had a successful career in both central and local government as well as with Ofsted and the Audit Commission. She is a qualified social worker by profession, maintaining annual registration with Social Work England. She is currently employed as the Chief Executive (and accounting officer) for the Children And Families Court Assessment and Advisory Service (CAFCASS), an arms-length body of Government, sponsored by the Ministry of Justice, which provides support to over 140 000 children every year in family court proceedings. The organisation is the largest employer of social workers in the country with a total of 2500 staff working across England.
27. Ms Tiotto is accountable to the Secretary of State, to Parliament and to the Cafcass board. She has held this position for 5 years and has previously held senior appointments in other government departments prior.
28. Ms Tiotto was entirely frank that she has not hitherto had a background as a property management specialist. Nevertheless, she presented herself as a woman with significant experience of managing large and complex business and in her current role works closely with judicial decision-making processes. We find that she is honest and has integrity, is professionally regulated and appears to us entirely capable of managing the business of property management for the three flats in the Property. As she expressed herself, entirely candidly, in an ideal world she and the other Applicant would prefer not to have to take this course, but having insurance, fire protection and securing necessary building maintenance is critical to the safety of residents and seeking to maintain the value of their properties. In summary, she expressed the application in terms that the appointment of the First Applicant as manager, at least initially for a limited term would enable a steady pace of implementing safety measures, building repairs and insuring the Property.
29. The First Applicant provided a further detailed witness statement dated 25 September 2024, confirming the above matters, and providing further details of the parlous condition of the Property. This was augmented by a series of corroborating photographs.
30. A supporting witness statement was provided by the First Applicant's mother, Ms June Owusu-Agyeman, who had resided in Flat 1 between 1991 and 2021, and gave detail as to the Respondent's historical neglect of the Property following his acquisition of the freehold in 1995, and her

attempts at mitigation at her own expense. Further statements were provided by Ms Mori Bates, the original Second Applicant and former tenant of Flat 3, by Ms Sujeong Shin, the new tenant of Flat 3 and (now) Second Applicant, and from Mr Robert Owusu-Agyeman, the First Applicant's brother, who lived in Flat 3 between 2013 and 2020.

31. Having been served with this impressive body of evidence, the Respondent declined to provide any form of response, whether by a statement in response addressing the issues raised on the application, any form of explanation as to whether he opposed the application, or indeed any documentary evidence whatsoever.

Hearing

32. At the hearing Ms Tiotto represented herself, in person. The Second Applicant did not attend, in circumstances where we were informed and accept that she was in Korea, suffering from ill health. Mrs and Mr Owusu-Agyeman did not attend in person, where the former was said to be aged 80 years and frail, and the latter engaged in his profession as a teacher. The First Applicant advised the Tribunal of these matters by email sent on December 7 2024, some 6 days prior to the hearing, but this was not acted upon until the day before the hearing in circumstances where the judge initially allocated became regrettably indisposed. This Tribunal confirmed that we would be content for evidence to be given by video link, if necessary, but in circumstances where we accepted what was said by those witnesses in their statements, which appeared to us to be entirely corroborative of the other evidence in the case, we did not need to inconvenience them by putting questions to them.
33. The Respondent neither attended, nor was represented.
34. Ms Tiotto impressed us as possessing the characteristics we have summarised in paragraph 28 of this decision. We were particularly impressed by her hard work and application in seeking to take steps to educate herself in property management, and in the comprehensive body of evidence that she had amassed, set out in a clear and well-arranged bundle of some 263 pages, for which we are grateful. We were also impressed by her candour, and her acceptance that she might need to seek advice and assistance from third parties, whom she had identified in a schedule provided in the bundle.

Decision

35. The Tribunal decides that the Respondent has not complied with his repairing obligations to the Property for a very substantial period of time, has failed to comply with his obligations to insure the Property for a similar period, and has not taken steps to comply with applicable fire safety regulations. We find that he has elected to ignore all

correspondence about these matters, including the introductory Section 22 Notice, and has elected not to engage with the Tribunal proceedings in any way.

36. In particular, we find that there is little to no prospect of successfully communicating with the Respondent regarding his breaches of covenant, and that he plainly has no interest whatsoever in complying with his obligations, or managing the Property.
37. It follows that the application is not opposed, not that that factor is, of itself, determinative.
38. Having considered the circumstances of the application, having heard from Ms Tiotto and having considered the evidence amassed by the Applicants, we find that it is just and convenient to make a Management Order under section 24(1) of the Act, on the grounds of the landlord's breaches of obligations as to management, repairs, maintenance and insurance.
39. We also find that the breakdown in communication between the parties and consequential lack of any prospect of cooperation between the lessees and the Respondent amounts to other circumstances existing which make it just and convenient for the Order to be made.
40. Notwithstanding that she is a lessee of one flat within the Property, and has never previously acted as a Tribunal appointed manager, having very carefully considered the circumstances before such relief may be granted as set out in §8 of the Practice Statement, we nevertheless find that Ms Tiotto is a fit and proper person to be appointed as manager of the Property. This is based upon our findings as to her character, application, self-education and dedication summarised above. She was able to explain to the Tribunal her detailed understanding of the difference between her roles as lessee and as Manager, and has amply demonstrated that she has access to insurance, and administrative resources to undertake this role. She was clearly under no illusions as to the difficulties at the Property, and was steadfast in her expressed wish to undertake the role.
41. We accept that Ms Tiotto has never been appointed a manager before, but note that there must be a first time for any manager, otherwise nobody would ever be capable of being so appointed for the first time. She has the distinct advantage of the Second Applicant having agreed to her appointment. The Tribunal is well aware that this is no guarantee of long-term cooperation, but it presents an optimistic starting point.
42. This is an exceptional course, made in circumstances where while the neglect of his obligations by the Respondent is (regrettably) not particularly unusual, the parlous condition in which it has left the lessees

is to be deplored, and where we were faced with a nominee whom we find to be an exceptional candidate in the person of Ms Tiotto, who had amassed a truly exemplary body of evidence to support her application.

43. The terms of the Management Order were set out on 13 December 2024, and form part of this Decision. The Tribunal has concluded that without the appointment there is no resolution in sight to the myriad issues affecting the Property. Given the assurance (and, as we direct) that the Manager will act in accordance with the RICS code of practice for residential management and apply the terms of the leases in an impartial manner, seeking accord where possible, and given that further applications may be made to the Tribunal at a later stage, the appointment of a Manager seems to the Tribunal to be the best way forward for the occupiers of the Property.
44. Ms Tiotto will be required to adhere to the RICS Management Code and consult with the lessees before incurring any substantial expenditure. She confirmed that she understood these obligations during the hearing.
45. We should stress that, although nominated by the Applicants, the Manager is the Tribunal's appointee, answerable to the Tribunal for the performance of her duties.
46. As to the term of any appointment, the Tribunal considers, applying its experience and noting the problems at the Property, that it will take some time to assemble relevant documentation and estimates and then for the Manager to get to grips with the Property and finances, including seeking to raise service charges to permit insurance policies to be incepted and necessary works to be undertaken. This will all take time and effort, and consequently there may be less forward progress with management in the first year of appointment than might be expected year by year, otherwise.
47. Given the works required to be organised, the consultation processes likely to be needed, the likely absence of cooperation of the Respondent, the need to raise funds for works and the other issues involved, the Tribunal feels that the minimum realistic period for the Management Order to ensure that the Manager is able to undertake the necessary tasks and attend to proper management of the Property is a period of three years, slightly extended to coincide with the end of a period of the tenancy.
48. If any lessee of any flat within the Property considers that Ms Tiotto's management of the Property is unsatisfactory, he or she is at liberty to apply to the Tribunal under Section 24(9) of the Act for a variation or discharge of the management order.

49. Similarly, the Manager will have the opportunity to apply to vary the Order, whether to extend it or as otherwise may be deemed requisite, or to apply for its discharge if appropriate in due course.

Costs and Fees

50. The Applicants applied for the fees they have incurred in making their application, and the hearing fee to be refunded, in the total sum of £330. The Tribunal determined that given the issues in the application and the fact that the Applicants have been forced to litigate to seek redress, in which they have been successful, the Respondent should indeed repay those fees to the Applicants, as set out in the Management Order of 13 December 2024.
51. The Applicants also applied for costs as litigants in person for preparing for and attending the hearing, and in particular in assembling and circulating the bundle. This application, under Rule 13(1)(b) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 was predicated on the complete failure of the Respondent to comply in any way with the Tribunal's directions, necessitating preparation for and attendance at a hearing that may well have been unnecessary had the Respondent either agreed to the application, or (as he is contractually required to do) had he been prompted by the application to comply with his obligations.
52. In the circumstances, we find that the Respondent has acted unreasonably in his conduct relating to the proceedings, and we consider it just and equitable to make an order that he contribute to the Applicants' costs. We make that order in the modest sum of £400 as claimed by Ms Tiotto.
53. The Applicants also applied for other costs and expenses incurred by them in obtaining professional indemnity insurance, public liability cover and incorporating the Company. We decline to order repayment of those expenses, which appear to the Tribunal to be properly recoverable as service charges.
54. On the Applicants' application, because the Applicants have been forced before the Tribunal by the Respondent's repeated breaches, we consider it just to direct that pursuant to Section 20C of the Landlord and Tenant Act 1985, and paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, no costs incurred by the Respondent in connection with these proceedings before the Tribunal are to be regarded as relevant costs to be taken into account in determining the amount of any service or administration charge payable by the Applicants.

Conclusion

55. Ms Jacky Tiotto is appointed as Manager of the Property at 17 Lismore Road, South Croydon, CR2 7QA and registered at HM Land Registry under title number SGL516121, until 31 December 2027 on the terms set out in the Management Order dated 13 December 2024, and pursuant to section 24(1) of the Landlord and Tenant Act 1987.
56. The Manager shall manage the Property in accordance with:
- 53.1 The directions and schedule of functions and services set out in the Management Order dated 13 December 2024;
- 53.2 Save where modified by that Order, the respective obligations of the landlord and the leases whereby the flats within the Property are demised by the landlord and in particular with regard to repair, decoration, provision of services and insurance of the Property;
- 53.3 The duties of a manager set out in the Service Charges Residential Management Code (3rd edition) or such other replacement code as may be published by the Royal Institution of Chartered Surveyors and approved by the Secretary of State pursuant to Section 87 of the Leasehold Reform Housing and Urban Development Act 1993, and
- 53.4 The provisions of sections 18 to 30 of the Landlord and Tenant Act 1985.
57. The Tribunal makes the orders as to costs, fees and expenses explained in §§50-54 of this Decision, and as set out at the head of this Decision, and in the Management Order.

Name: Judge Mark Jones

Date: 16 January 2025

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).

Addendum – s.24 Landlord and Tenant Act 1987 (in part)

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
 - (ii)
 - (iii) that it is just and convenient to make the order in all the circumstances of the case;
 - (ab) where the tribunal 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 or prohibited 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 is satisfied—
 - (i) that any relevant person 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 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.
- (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 thinks fit; and, on any subsequent application made for the purpose by the manager, the tribunal 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, 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 thinks fit, and in particular its operation may be suspended on terms fixed by the tribunal.
- (9) The appropriate tribunal] 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, the tribunal may by order direct that the entry shall be cancelled.
- (9A) the tribunal shall not vary or discharge an order under subsection (9) on the application of any relevant person 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.
- (11) References in this Part to the management of any premises include references to the repair, maintenance, improvement or insurance of those premises.