



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

Case Reference: LON/00AM/LAM/2024/0604

Property: 24 Wenlock Street, London N1 7NU
Shoaib Naseem (Flat A)

Applicants: Jamie Morgan & Heather Reeves (Flat B)
Francis Taylor (Flat C)

Representative: Mr B R Maunder Taylor FRICS

Respondent: 24 Wenlock Street Limited

Representative: Mr William Skjøtt of Counsel, instructed by JPC Law

Interested Parties: Scott Robert Taylor (Flat D) Scott Robert Taylor
and Susi Taylor (Flat E)

Tribunal members: Judge N Hawkes
Ms F Macleod MCIEH
Mr L G Packer

Date of Decision 26 March 2025

DECISION

Decision of the Tribunal

The Tribunal makes a Management Order in the terms set out below from 1 April 2025 until 31 March 2028.

The application

1. The Applicants seek an order appointing Mr Martin Kingsley of K & M Property Management Ltd as the Manager of 24 Wenlock Street, London N1 7NU (“the Property”) under section 24 of the Landlord and Tenant Act 1987 (“the 1987 Act”).
2. The Property is a converted building containing five residential flats. The Applicants and the Interested Parties are the lessees of the flats at the Property. The Respondent company is the freehold owner.
3. Directions were given by the Tribunal on 28 November 2024 leading up to a final hearing.

The hearing

4. The final hearing took place at 10 Alfred Place, London WC1E 7LR on 6 March 2025. Mr Maunder Taylor FRICS represented the Applicants at the hearing and Mr Skjett of Counsel represented the Respondent company. The Tribunal heard oral evidence from the proposed manager, Mr Kingsley.
5. It was not in dispute at the hearing that:
 - a. a preliminary notice under section 22 of the 1987 Act has been served by the Applicants on the Respondent;
 - b. there are grounds for appointing a manager;
 - c. it is just and convenient to appoint a manager; and
 - d. that the proposed manager is a suitable appointee.

The Tribunal’s determinations

6. Section 21(1) of the 1987 Act provides:

21.— Tenant's right to apply to court for appointment of manager.

(1) The tenant of a flat contained in any premises to which this Part applies may, subject to the following provisions of this Part, apply to the appropriate tribunal for an order under section 24 appointing a manager to act in relation to those premises.

7. Section 24(2) of the 1987 Act includes provision that:

24.— Appointment of manager by a tribunal.

(2) The appropriate tribunal may only make an order under this section in the following circumstances, namely—

(b) where the tribunal is satisfied that other circumstances exist which make it just and convenient for the order to be made.

8. The parties agree that there has been a breakdown of relations between them and that the appointment by the Tribunal of a manager would be the best way in which to ensure the effective management of the Property. The parties also agree that major work to the Property is urgently required. For these reasons, the Tribunal is satisfied that “other circumstances” exist which make it just and convenient for a management order to be made.
9. Mr Kingsley was carefully questioned by the Tribunal with reference to the matters set out in the Appointment of Manager Practice Statement December 2021 and we are satisfied that he is a suitable appointee. Accordingly, the Tribunal makes a Management Order in the terms below.
10. The terms of the Management Order were agreed by the Applicants, the Respondent and Mr Kingsley.

MANAGEMENT ORDER

Interpretation

1. In this Order:

“The Property” means the flats and other premises known as **24 Wenlock Street, London N1 7NU** and registered at HM Land Registry under title number **LN67192** and shall include the building, amenity space (including the courtyard), passages, common parts, fire escape and basement, storage rooms, electricity and power rooms; and all other parts of the Property.

“The Landlord” shall mean **24 Wenlock Street Ltd (company number 06913541)** 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 **Martin Kingsley Assoc RICS**.

“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”) **Martin Kingsley of K & M Property Management Ltd** is appointed as Manager of the Property.
3. The Manager’s appointment shall start on **1 April 2025** (“the start date”) and shall end on **31 March 2028** (“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 Manager is empowered to collect advance and end of year service charges from Flat C on the same basis as is provided for in the leases of flats A, B, D, and E (with the lessee of each flat paying 20%).
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) 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

Contract

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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 his 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.

Pre-contract enquiries

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 ("2002 Act") or under section 168(4) of the 2002 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 **100%** of the Manager's fees, which are payable under the provisions of this Order, but which may be collected under the service charge mechanisms of their Leases.

20. The sums payable are:

- (a) an annual fee of **£3,000 plus VAT (£3,600)** per annum for performing the duties set out in paragraph 3.4 of the RICS Code (so far as applicable);
- (b) 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
- (c) VAT on the above

fees. Ground Rent and Service Charge

21. The Manager shall 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 and under this Management Order, 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;
 - (e) 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 **£1,500** from each Tenant. This sum is payable by 7 April 2025.
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 **28** 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 **LN67192**.

“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 1 April 2025 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 his duties and obligations under this Order, and his 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 1 July 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 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 repair and maintenance required at the Property, in accordance with the Landlord's covenants in the Leases and the terms of this Order, 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.

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

- Annual Management Fee £3,000 Plus VAT for the Property.
- The sum of £300 plus VAT for each consultation notice under section 20 of the Landlord and Tenant Act 1985 as amended.
- An additional reasonable charge for dealing with solicitors' enquiries payable by the outgoing lessee on a time spent basis.
- The sum of 10% plus VAT of the contract sum in relation to the arrangement and overall responsibility and supervision of major works (requiring consultation under s20 of the Landlord and Tenant Act 1985).
- A charge for any initial work undertaken for major works in accordance with the Schedule of Agreed Fees below.
- The recovery of outstanding service charges shall give rise to an administration charge payable by the defaulting lessee of £25 for the initial reminder letter.
- An additional charge in relation to brokering insurance claims or valuations based on £250 plus VAT per claim.
- A charge for further tasks which fall outside the agreed duties in accordance with the Schedule of Agreed Fees below.
- To be reimbursed in respect of reasonable costs disbursements and expenses to include fees of counsel, solicitors, and expert witnesses.
- The Manager will decide both fairly and objectively should there be a dispute and will communicate any decision initially orally and/or by email. If a Lessee requests a further response in writing in relation to such decision then a further reasonable charge will be made in accordance with the agreed Schedule of Charges below at the Manager's discretion.

Schedule of Agreed Hourly Rates

Manager	£175 plus VAT
Senior Property Manager	£125 plus VAT
Junior Property Manager	£75 plus VAT
Office Administrators and other junior staff	£75 plus VAT