



FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)

Case Reference : HAV/18UC/LAM/2024/0603

Property : Rose Duryard, Lower Argyll Road, Exeter,  
EX4 4PB

Applicants : Marcelle Hoff and Martin Garland (Flat 4)

Representative : ----

Respondent : (1) The Rose Duryard Management  
Company Limited  
(2) Barry Lewis (Flat 1)  
(3) Georgina Mary Passmore (Flat 2)  
(4) Richard Jeremy Mindham Hone  
(Flats 3 & 6)  
(5) Andrew Shaw (Flat 5)  
(6) Alan William Foster (Flat 6)  
(7) David Shearman (Flat 7)  
(8) Alison Harcourt (Flat 8)  
(9) David Hird (Flat 9)

Representative : Mr Paul Lewis

Type of Application : Appointment of Manager- section 24 of  
the Landlord and Tenant Act 1987

Tribunal Members : Judge J Dobson  
Mr M Ayres FRICS  
Mr M Jenkinson

Date of Hearing : 24<sup>th</sup> February 2025

Date of Decision : 1<sup>st</sup> April 2025

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DECISION

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## Summary of Decision

1. The Applicant's application for the appointment of a manager is granted.
2. The Tribunal appoints Ms Gemma Radcliffe as Manager of the Property for a term commencing on 1<sup>st</sup> April 2025 and ending, subject to any extension, on 31<sup>st</sup> March 2028.

## Background

3. The Applicant are the lessees of one of dwellings at Rose Duryard, Lower Argyll Road, Exeter, EX4 4PB ("the Property"), more specifically Flat 4. The Respondent is the freeholder of the Property and is a residents' owned company.
4. The original building has been added to in the course of being developed. The Property includes external areas. The residential buildings are surrounded by land on all sides. On parts of that land are situated nine garages, a bin store, a tennis court and areas of garden. The parts of the land containing the residential buildings, the garages, the tennis court, the bin store and the garden area most immediate to the residential buildings are flat. The remainder of the plot is steeply sloping from a private road to the top of the site down to land in other ownership below the Property.
5. Within the land comprised in the Property and to the side of the bin store is a separate dwelling in other ownership, although the Tribunal perceives that there must be provision for access to it via the driveway to the Property and perhaps provision for parking on the Property. Any contribution which may be required from The Annexe to costs in relation to the driveway or any other external areas was not discussed.
6. There are nine shareholders, members of the company, in the Respondent of which four are also directors, the exception being the Applicant. In each case, the shareholder is a lessee of a dwelling at the Property.
7. The Applicant served a Notice pursuant to section 22 of the Landlord and Tenant Act 1987 ("the 1987 Act") dated 18<sup>th</sup> August 2024 asserting breaches of various provisions of the lease in the Second Schedule, detailed in the Third Schedule and with required action in the Fourth Schedule within a period of two weeks. It is not practical or necessary to set the contents out in any detail.

## The Applications and History of the Case

8. The Applicant made an application [30-41] dated 24<sup>th</sup> September 2024 seeking the appointment of a manager (the/a "Manager" or "Proposed Manager" as appropriate) for the Property pursuant to section 24 of the Landlord and Tenant Act 1987 ("the 1987 Act"). At that point it was suggested that one of the Applicants, Mr Garland, act as the Manager.

9. Directions [85- 90] were first issued on 30<sup>th</sup> September 2024 listing a case management hearing and explaining the issues with appointment of Mr Garland. Further Directions [122- 127] were given after that hearing dated 21<sup>st</sup> October 2024, which provided for steps to be taken to prepare the parties cases for final hearing, including the need for the Applicants to identify a suitable Proposed Manager. A bundle for the final hearing was directed to be provided by the Applicant.
10. A bundle was provided comprising some 983 pages. Whilst the Tribunal has read the bundle, the Tribunal does not refer to many of the documents contained in detail in this Decision, it being impractical and unnecessary to do so. That should not be taken to suggest that the Tribunal failed to read or take appropriate account of any such. Insofar as the Tribunal does refer to specific pages from the bundle, the Tribunal does so by numbers in square brackets [ ] (both above and below) and by reference to pages of the PDF bundle.
11. The Applicants had in the meantime identified a Proposed Manager, being Ms Gemma Radcliffe of Carrick Johnson Management Services Limited. A management plan, details of insurance and other documents were provided by her [948- 983].

#### The Lease(s)

12. A copy of the lease of Flat 4 ("the Lease") [44- 83] is provided in the bundle. The Lease is tri- partite with the parties being the "Developer", the "Management Company" and the "Lessee". The Lease contains a useful plan of the Property.
13. In respect of the service charges, there are four payments required on account per service charge year, on the usual quarter days in March, June, September and December. Sums may be demanded on account for the anticipated expenditure for the year and providing an appropriate amount towards reserves. A budget is to be provided no later than March in any given year. Final accounts are required each year. There is no provision for those needing to be certified by an accountant or to be audited.
14. The responsibilities of the Management Company as provided for, principally in the Fifth Schedule include the usual matters of keeping the Property- both the building and the grounds- in good repair and condition, including keeping relevant parts decorated. There is a specific provision for the tennis court to be kept well maintained. There is a general "sweeper" clause, which requires such works considered necessary to maintain the Property as "a development of good class residential apartments or otherwise desirable in the general interest of the Lessees".

#### The Law

15. The relevant statutory provisions in respect of this application are found in s24 of the 1987 Act. The provisions read as follows:

"24 Appointment of a 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 an order in all the circumstances of the case;
  - (aba) where the Tribunal is satisfied-

That unreasonable variable administration charges have been; and

That it is just and convenient to make an order in all the circumstances of the case made, or are proposed or likely to be made,
  - (abb) where the tribunal is satisfied-
    - (i) That there has been a failure to comply with a duty imposed by or by virtue of section 42 or 42A of this Act, 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."

16. Certain of the words and phrases are explained or expanded upon in subsequent subsections of section 24 of the 1987 Act. Later subsections address the extent of the premises and the extent of the powers of the manager. The opening provision of section 24 of the 1987 Act enables the Tribunal to give to the manager such powers as it considers appropriate, not limited to those given to the freeholder under the Lease.

17. There is essentially what is often described as "a threshold criterion" for the making of an order that there is a breach made out, although equally

there can be an order if relevant "other circumstances" have arisen, without a necessity for a breach to be found. That effectively involves the Tribunal looking backward. The breach can be only one of many alleged and can be modest. The fact of there being a breach or there being other circumstances does not mean that an order must be made, simply that one then may be made.

18. It then falls to the Tribunal to consider whether the making of an order is just and convenient. That involves rather more of the Tribunal looking forward. Several examples of factors which may support the making of an order or may support not doing so are identified in case authorities. Any specific decision must necessarily consider the interplay of any relevant factors in the particular case. The principle of appointing a manager and the appointment of a specific proposed manager are separate issues.
19. The Tribunal has, amongst its jurisdictions, a jurisdiction to determine the service charges payable and the reasonableness of the costs incurred which those service charges are demanded to meet, pursuant to the Landlord and Tenant Act 1985. Sections 18 and 27a are perhaps most notable. The Tribunal has regard to, amongst other matters, the RICS Code. That would all have been relevant in the event that detailed consideration of any matters in respect of service charges had been required. The provisions and requirements need not be set out in detail in the particular circumstances.

### The Inspection

20. The Tribunal inspected the Property on the day of the hearing and prior to the hearing itself. The inspection commenced at 9:30 am and concluded at 10:40 am.
21. Mr Garland was present for the Applicants. Mr Paul Lewis who was representing the 1<sup>st</sup> Respondent was present in that role. Other Respondents also attended. Ms Radcliffe, the Proposed Manager, was also present for the inspection.
22. The Tribunal was taken first to a private road above the land to look at the boundary of the property. There was apparently old fencing of slim timber posts with wires. Most of that was in an acceptable condition. However, there was an area which had apparently been flattened by cutting from a tree. The Applicant also particularly pointed out another area, where the fence was broken.
23. To the other side of the fence was a fairly steep embankment contained within the Property the leading down to the side of the tennis court. The Tribunal saw that it contained large number of trees of varying types and sizes.
24. The Tribunal then progressed down Lower Argyll Road and as it did so saw the embankment continued behind the bin store.

25. The Tribunal was also taken to a pedestrian entrance gate, leading from Lower Argyle Road to the bottom of the plot. It was indicated, although not specifically relevant, that the land had in the past extended further into land on which other properties are now built.
26. The Tribunal saw that from that there was a series of steps leading up to the car park. There was a small tarmac path area before reaching the steps. The path can be described as cracked and the paving and steps as uneven. The impression created was that was a consequence of the trees to the side of the path and steps particularly tree roots. There was something of a stair rail to the side of the steps.
27. The steps and path lead up to a corner of the tarmacked area between the original building and Lower Argyll Street (save for the vegetation immediately between the tarmacked area and the edge of the Property). The tarmacked area included a number of car parking spaces. For completeness, the entrance driveway was also tarmacked, as was the area outside the striking entrance to the original building and an area running past the newer buildings to and outside the garages.
28. The Tribunal was then showing around the exterior of the building property itself. The Tribunal noted the majority of windows in the old part of the property were plastic as they were in the remainder.
29. The Tribunal noted there to be the original part of the property, which looked to be Edwardian, and then a rendered two- storey much newer section with a flat roof adjoining that old part and then adjoining a three-storey, part brick and part render new part to the other side.
30. The Tribunal noted there to be railings around the edge of the flat roof indicating the flat roof to be used as a roof terrace by the occupants of one or more of the flats. As to entitlement to so use or lack of it, that was not explored at the hearing in the event and so the Tribunal makes no other comment about it. Whilst not the perfect point at which to do so, it is convenient to observe that may or may not be something for the Manager to address, subject to identifying any such entitlement or absence of it.
31. The Tribunal was particularly directed to the brickwork and pointing and to an area of sloped glazing which it became apparent allowed light into one of the basement rooms.
32. The Tribunal was then shown the tarmacked tennis court and the applicant particularly referred to weeds cracking and moss which the Tribunal saw existed to the edge of the tennis court by the embankment seen at the start of the inspection. There was a low retaining wall by that side of the tennis court. It was apparent that some trees on the embankment had been taken down to stumps. The Tribunal saw that there was a good deal of moss growth on the tennis courts to both sides of the length of the court and that there were some holes or dips to the rear edge. The age of those matters was not apparent from the inspection.

33. The Tribunal was shown the garage area. The garage roofs, being underneath the trees to the embankment, were quite mossy. There was some element of dirt at the bottom of the garage doors perceived by the Tribunal being thrown up from cars travelling over the surface area by the garages.
34. The Tribunal also went inside the property into the entrance hall and inner hall and then down into the basement. The meters were seen to be situated in the basement.
35. It was apparent that some damp was experienced to the basement. The area was not obviously used for anything other than to a modest extent for storage.
36. The damp was greater to one of the chambers where there was a pool of water the areas of which ran alongside one of the walls to the chamber and at the widest a couple of feet into the chamber. The Tribunal saw a dehumidifier raised about the floor level on a stand which had been made out of chipboard. That was apparently in place seeking to reduce the dampness.
37. Overall, the Tribunal could see that there were a number of complexities to the Property and the land included within it, given the steeply sloping plot and the design of the building.
38. The Tribunal did not enter any of the individual flats.

### The Hearing

39. The hearing proceeded in person, at Newton Abbot Court and Tribunal Centre. The hearing started somewhat later than intended given that the inspection took a little longer than envisaged but mainly because of the distance from the Property to the available hearing venue, compounded by closure of a junction to the dual carriageway. The hearing proceeded for essentially the remainder of the court day.
40. The Applicants represented themselves. The 1<sup>st</sup> Respondent was represented by Mr Lewis. The lessee Respondents did not seek to advance any separate case, although some of them did attend and a limited number of comments were made by one or other.
41. The Tribunal is grateful to all of those for their assistance in this matter.
42. The Tribunal heard initially from both sides as to their positions and the issues they took. In the course of that it was identified that the Respondents were agreeable to the appointment of the Proposed Manager but as a managing agent rather than as a Tribunal- appointed Manager.
43. It was also identified that the Respondents were concerned that the Tribunal would need to identify failings on the part of the 1<sup>st</sup> Respondent in its management of the Property in order for a Manager to be appointed.

The Tribunal explained in respect of that matter that most bases provided for in the Act involved a threshold being crossed and then the Tribunal deciding the appointment to be just and convenient but that, as set out as the last provision in the statutory provisions above, the Tribunal could also find that other circumstances rendered an appointment just and convenient, without the necessity for fault to be determined.

44. The Tribunal noted that whilst there were distinct differences between the role of a Manager and a managing agent, on another level the aim would be much the same. Equally if there were to be an ongoing contested hearing that would lead to the parties being challenged about matters and the Tribunal would make findings, in the course of which one or more parties may be found to be right or wrong on given matters by the Tribunal. That may lead to additional difficulties rather than assisting in future management of the Property.
45. The parties took up the suggestion of the Tribunal during the lunchbreak that they consider whether they could reach any resolution to any extent between themselves.
46. On return from the lunchbreak, Mr Lewis informed the Tribunal that the Respondents would agree to the appointment of Ms Radcliffe as the Manager. Effectively that was on the basis that there were circumstances which made that just and convenient.
47. Given that the question of whether the Proposed Manager is suitable is one for the Tribunal to answer and not a matter for the parties, the Tribunal needed to decide whether it was content to appoint Ms Radcliffe. The Tribunal therefore required Ms Radcliffe to give evidence and asked her about various matters in order to establish whether it considered her appointment to be appropriate. As was identified in the October Directions, there cannot be an order appointing a manager by the consent of the parties because the Manager appointed is answerable in the first instance to the Tribunal. The Tribunal must satisfy itself that the Proposed Manager is suitable.
48. The Tribunal was of course mindful that the parties' agreement was for the appointment of Ms Radcliffe and not the appointment of a Manager generally and hence that agreement may very well break down if the appointment of Ms Radcliffe in particular was not approved. However, that would have been no reason to appoint if the Tribunal had determined that it would not do otherwise.
49. The Tribunal was also mindful that any appointment of a manager impacts on the property rights of the freeholder, management company or similar which is otherwise able to manage the given property. However, as the directors of the 1<sup>st</sup> Respondent were agreeable to relinquishing those insofar as relevant to the appointment of a manager, the Tribunal was content that should not prevent an appointment if otherwise considered appropriate.

50. The Tribunal spent some time, in asking questions of Ms Radcliffe and particularly seeking to identify her experience and suitability, including her understanding to the role of a manager. It does not seek to record all questions asked and answers given. The more significant matters are, however, set out below.
51. Ms Radcliffe had inspected the Property back on 4<sup>th</sup> November 2024 and had provided a management plan. That is a positive. The parties were agreeable to her appointment. That is a large positive. Whilst a manager is empowered to act irrespective of the agreement of the parties, it is far preferable for a manager to command support.
52. Ms Radcliffe explained that she is a member of The Property Institute (incorporating ARMA and IRPM), and appropriate professional body, and an Associate of the RICS, albeit she is not a chartered surveyor. She has specialised in the management of blocks of flats since 2009 and is the Managing Director of and a Senior Property Manager at Carrick Johnson. She has been involved in property management for 16 years. Ms Radcliffe expressed herself content that the effective management of the Property could be achieved balanced with other commitments. She had professional indemnity insurance- although see below- had a suitable complaints procedure and there was indicated to be appropriate client money protection.
53. The Tribunal accepted that Ms Radcliffe had read the bundle as appropriate and reviewed the lease. She had produced a suitable management plan. The timetable and handover plan appeared sensible.
54. The Tribunal had some concern that Ms Radcliffe did not prior to the Tribunal explaining them understand especially well the distinction between the role of a manager and that of a managing agent. She had not sought such a role before and that she had not been aware of the practice statement or other information concerning the Tribunal's expectations.
55. The Tribunal explained- and re- iterates now so that all parties are clear- that the Manager makes the decisions, subject to having the ability to apply to the Tribunal for further directions in the event necessary. In contrast, managing agent follows the instructions of its principal- but where there is no such principal in respect of a Tribunal- appointed Manager.
56. It was apparent that Ms Radcliffe would therefore find herself in a different position to that which she is used to. That said, the same applies to any first- time appointee as a manager and if any such person were not accepted as a manager for that reason, almost no appointment would ever be made. The more relevant question was therefore whether Ms Radcliffe appeared likely to be able to get to grips with the different role.
57. Whilst the Tribunal considered that Ms Radcliffe might have been well advised to obtain more specific information about the role of a Tribunal- appointed manager, the Tribunal was content that she had carefully considered the Property and the issues. The Tribunal was satisfied that Ms

Radcliffe was likely to be able to address the differences between the role of a managing agent and being the Manager within a reasonable time of commencement of the role. Ms Radcliffe indicated an understanding that she must act independently of the parties.

58. It is of course important to a manager to communicate with the parties that they will hopefully be carried with her, understanding her purpose to be the best interests of the Property and so similarly what should be the best for the lessees themselves.
59. The Tribunal identified that the professional indemnity insurance information provided related to insurance for the company and for the sum of up to £1million. The Tribunal could not identify that the cover included a situation of appointment as a Tribunal- appointed manager, although that was understandable- there would be no reason to hold that cover in the absence of also holding an appointment to which the cover would relate.
60. The upshot of that is that the Tribunal did conclude in all of the circumstances that it was content to appoint Ms Radcliffe, provided that she could arrange for appropriate insurance cover. That is to say providing cover for her to be the Manager and covering her for the sum usually required by the Tribunal of £2million.
61. The Tribunal informed the parties and explained about the need for an order to be produced.
62. It was established that the parties were in possession of the template draft order issued by the Tribunal, but it can fairly be said that they had not given particular thought to it. The Tribunal therefore went through various of the provisions, including those which were particular to certain properties or which may require amendment in respect of this Property. The parties assisted with that. The Tribunal envisaged that the parties would consider the draft further.
63. The Management Order has been produced on the basis of the above and further discussions of the Tribunal members. It is not necessary to also repeat matters relevant to the terms of the Order here.
64. In those circumstances, the Tribunal made no findings about the parties' case as a whole and does not consider it helpful to set out those cases.
65. It is sufficient to identify that the Tribunal noted there to be matters which had been in dispute and to make the obvious observation that it is preferable for everyone to avoid such disputes. It is also apparent that the Property is one which does have some features making the management of it more difficult than many other properties.
66. Against that background and in light of the agreement between the parties, at least provided that the Tribunal appointed Ms Radcliffe, the Tribunal

determines that it is just and equitable for a manager to be appointed and for the Manager to be Ms Radcliffe.

### Post- hearing

67. There has been something of a delay in the production of this Decision and the related Order. That is not necessarily beyond what ought to be regarded as a reasonable time for such matters in general. However, it is beyond the period the Tribunal anticipated.
68. The Tribunal had anticipated hearing from Ms Radcliffe swiftly with amended insurance details and from the parties with any comments on the draft. It is accepted that no formal directions were issued, not being considered necessary. It is apparent that there was some element of disconnect between what the Tribunal envisaged and what the participants understood.
69. The Tribunal sent a draft of the proposed Order to the parties under cover of a letter dated 18<sup>th</sup> March 2025 seeking any observations, identifying in bold the elements which The Tribunal considered it may be appropriate to alter, that clarification was required in relation to fees of the Manager beyond the basic annual fee and that the title number for the 1<sup>st</sup> Respondent's title was needed to facilitate an appropriate entry to be placed on the register. The Tribunal also separately wrote seeking information as to the amendment of the Manager's insurance. Responses were required by 24<sup>th</sup> March 2025, given the intended commencement of the Order on 1<sup>st</sup> April 2025.
70. The Tribunal chased up the insurance by further letter 26<sup>th</sup> March 2025, noting that the appointment could not be made until that was resolved and expressing concern. In swift response, the insurance confirmation was provided.
71. On 28<sup>th</sup> March 2025, the Tribunal sent further correspondence repeating the relevant wording from the 18<sup>th</sup> March 2025 letter.
72. The Tribunal received further comments from the Manager a little later on 28<sup>th</sup> March 2025 with certain specific fees which the Manager would wish to charge if particular matters arose. The Tribunal was broadly content with those. The exception was a fee for paper copies of documents. The Tribunal encourages electronic communication. However, it considers that if the Manager should need to provide any paper copies, such provision is an administrative expense falling within other fees and ought not to attract a separate charge. The point is a minor one.
73. The Manager also sought a payment on account from the lessees but additionally identified that demands were understood to have been issued for payment on 25<sup>th</sup> March 2025 by the managing agents of the 1<sup>st</sup> Respondent. The Tribunal considers that ought to ensure the provision of funds for initial matters. The Order requires that any sums held by the 1<sup>st</sup> Respondent must be paid over to the Manager. That necessarily includes

sums by the managing agents of the 1<sup>st</sup> Respondent, who must cease to undertake any management on the Manager's appointment commencing. Any sums necessarily includes payments made towards the service charges demanded on account and payable on 25<sup>th</sup> March 2025.

74. The Tribunal understands the Manager's wish to have funds to be utilised. However, the Tribunal does not consider that includes the Manager's basic fee for the first year in full, plus the set- up fee. Such fees are payable and recoverable as provided for in the Order. The service charge demands issued on account will have related to budgeted expenditure for the service charge year and that expenditure will have included fees of the managing agents, although not at exactly the same level as the Manager's fees. The agents necessarily will not be incurring fees in the manner they previously did as their role in the management of the Property ceased on the Manager's appointment and so the 1<sup>st</sup> Respondent will logically be terminating the contract with the managing agent, assuming that has not already happened.
75. That said, the Tribunal determines that it is appropriate for there to be a modest additional initial payment to ensure that the Manager has sufficient funds and given that the steps which the Manager considers it appropriate to take may differ from those instructed by the 1<sup>st</sup> Respondent to its agent. The Tribunal has also made provision for a further payment in advance of the next date for payments on account provided for in the Lease in the event that the Manager requires that in order to take steps which ought to be undertaken before that next payment on account date. The Tribunal observes that overall cost ought not to alter and so the actual service charges or equivalent for the year ought to remain the same, much as the timing of payments will be affected by the provisions referred to in this paragraph.
76. The Tribunal does observe that given the different nature of the role, fees of Managers tend to be greater than those of managing agents. That of itself may be a reason for the parties to seek to resolve arrangements for management without the need for ongoing involvement of a Tribunal-appointed Manager beyond the end of the current term but as that extends beyond the scope of these proceedings, the Tribunal does not add to its observation.
77. There have been no other observations about the draft Order, that is to say none from the Applicants or the Respondents, whom the Tribunal therefore assumes had nothing they wished to add.
78. The Tribunal has received the relevant title number for the Property only on 2<sup>nd</sup> April 2025 and only following that has it been possible to complete the Order and hence this Decision.

#### Decision in respect of the appointment of a Manager

79. Given that the query regarding insurance has been addressed and that was the only one relevant to whether the appointment should in fact be made,

the Tribunal grants the application for the appointment of a manager on the basis that circumstances exist which make it just and convenient for the order to be made.

80. The Tribunal appoints Ms Gemma Radcliffe of Carrick Johnson Management Services Limited as the Manager of the Property commencing on 1<sup>st</sup> April 2025 and for the period up to and including 31<sup>st</sup> March 2028, subject to any extension of the term of the appointment prior to its expiry.

Applications in respect of costs and refund of fees

81. There were no applications made by the Applicant that any costs incurred in connection with proceedings before the Tribunal should not be included in the amount of any service charge payable pursuant to section 20C of the Landlord and Tenant Act 1985 or should not be recoverable as administration charges pursuant to paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.
82. Whilst a Manager has been appointed, that is with agreement and it cannot be known what the outcome would otherwise have been, so that the Tribunal does not consider it would have been appropriate to grant those applications had they been made. However, there is no reason to dwell on that in the circumstances.

## RIGHTS OF APPEAL

1. A written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case at the Regional office which has been dealing with the case by email at [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk).
2. The application for permission to appeal must arrive at the Regional office within 28 days after the date this decision is sent to the parties.
3. If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must state the grounds of appeal and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.