



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

**Case References** : **MAN/00BY/LRM/2023/0006  
MAN/00BY/LSC/2023/0093**

**Property** : **Queensland Place, 2 Chatham Place,  
Liverpool, L7 3AA**

**Applicants** : **1. Queensland Place RTM Co Ltd.  
2. Greig David Morrish and various other  
tenants of Queensland Place (see attached  
Appendix)**

**Respondents** : **1. Schloss Roxburghe Holdings Ltd  
2. QP 15-17 Chatham Place Liverpool RTM  
Company Limited**

**Type of Application** : **Commonhold and Leasehold Reform Act 2002  
– s 84(3)  
Landlord and Tenant Act 1985 – s 27A  
Commonhold and Leasehold Reform Act 2002  
– Sch 11 para 5A  
Landlord and Tenant Act 1985 – s 20C**

**Tribunal Members** : **Judge L. F. McLean  
Judge J. Holbrook**

**Date of Hearing** : **11<sup>th</sup> March 2025**

**Date of Decision** : **25<sup>th</sup> April 2025**

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**DECISION**

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## DECISIONS OF THE TRIBUNAL

**The Tribunal determines that:**

- 1.1. QP 15-17 Chatham Place Liverpool RTM Company Limited was not already a RTM company of the Commonhold and Leasehold Reform Act 2002 in relation to Queensland Place, 2 Chatham Place, Liverpool, L7 3AA (“the Property”) when Queensland Place RTM Co Ltd gave its claim notice under Section 79 of that Act on 5<sup>th</sup> May 2023.**
- 1.2. There has not been a deemed acquisition (by QP 15-17 Chatham Place Liverpool RTM Company Limited) of the right to manage the Property pursuant to Section 90 of the Commonhold and Leasehold Reform Act 2002.**
- 1.3. Pursuant to Section 84(3) of the Commonhold and Leasehold Reform Act 2002, Queensland Place RTM Co Ltd was on the relevant date entitled to acquire the right to manage the Property; such date being 5<sup>th</sup> May 2023.**

## REASONS

### **Background**

1. The property at Queensland Place, 2 Chatham Place, Liverpool, Merseyside L7 3AA (“the Property”), is described as a 5-storey residential block of student accommodation. It comprises numerous units (self-contained studios and clusters of bedsit style accommodation with a bedroom and ensuite bathrooms) which are held under various 250-year leases.
2. This Decision relates to two sets of proceedings, which have been temporarily consolidated for the purposes of dealing with preliminary issues.
3. Case reference MAN/00BY/LRM/2023/0006 (“the RTM Case”) concerns an application by Queensland Place RTM Company Limited for a determination, pursuant to Section 84(3) of the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”), that it was on the relevant date (5<sup>th</sup> May 2023) entitled to acquire the Right to Manage in relation to the Property.
4. Case reference MAN/00BY/LSC/2023/0093 (“the Service Charge Case”) is an application by Greig Morrish and a large number of other leaseholders of the Property, for a determination of their liability to pay service charges (together with applications to limit or extinguish/disallow administration charges and/or the recovery of legal costs by way of service charge).

5. The original Respondent to both applications was Schloss Roxburghe Holdings Limited, which is the current freehold owner of the Property. Initially, the two cases were managed separately.
  6. At a hearing on 15<sup>th</sup> May 2024, in the RTM Case, it was disclosed to the Tribunal that QP 15-17 Chatham Place Liverpool RTM Company Limited was claiming to be a pre-existing RTM company (a position endorsed at that time by the original Respondent), and accordingly that Queensland Place RTM Company Limited could not make a claim to acquire the Right to Manage. The Tribunal gave directions towards a final hearing in late 2024 and the matter was adjourned in the meantime.
  7. For the purposes of those directions and of this Decision, Queensland Place RTM Company Limited has been referred to as “Company A”, whereas QP 15-17 Chatham Place Liverpool RTM Company Limited has been referred to as “Company B”.
  8. The following month, at a case management hearing before Judge McLean in the Service Charge Case on 27<sup>th</sup> June 2024, the issue was again raised that Company B was claiming to be a pre-existing RTM company, and that Company A could not claim the Right to Manage. This was relevant because Schloss Roxburghe Holdings Ltd was asserting that it had never managed the Property in relation to the service charge years in question (it having purchased the freehold reversion from the previous owner, by which time Company B had apparently acquired the Right to Manage). Judge McLean adjourned the Service Charge Case generally, so that he could confer with Judge Holbrook on the most appropriate course of action to avoid the risk of conflicting findings of fact or law as between the two cases.
  9. Subsequently, Company B was joined as an additional Respondent in the RTM Case.
  10. On 18<sup>th</sup> October 2024, Judge Holbrook directed that the Tribunal would convene a hearing to determine the following preliminary issues in relation to both applications under the respective reference numbers MAN/ooBY/LRM/2023/0006 and MAN/ooBY/LSC/2023/0093:
    - a. Whether Company B was already a RTM company in relation to the Property when Company A purported to give its claim notice on 5 May 2023; and
    - b. Whether there has been a deemed acquisition (by Company B) of the right to manage the Property pursuant to section 90 of the Commonhold and Leasehold Reform Act 2002.
- (“the Preliminary Issues”)
11. Those proceedings were consolidated for the purposes of determining the Preliminary Issues.

## **Historical Overview**

12. Company B was incorporated on 5<sup>th</sup> February 2020. Companies House records show that its sole director and sole subscriber was stated to be Mike Jones, then aged 75. Company B's Articles of Association state that its object is the acquisition and exercise of the right to manage "Queensland Place 15-17 Chatham Pl, Liverpool, L7 3HD".
13. On the case advanced by Company B, it was asserted that Company B acquired the Right to Manage in relation to the Property following the service of a counter-notice admitting the claim, dated 10<sup>th</sup> November 2021, by Elliot Lawless (a director of the previous freeholder, 1Dom Ltd).
14. 1Dom Ltd transferred the freehold reversion to Schloss Roxburghe Holdings Ltd on 16<sup>th</sup> December 2021, and the registration of the transfer was completed at HM Land Registry on 2<sup>nd</sup> February 2022.
15. Company A was incorporated on 23<sup>rd</sup> February 2023. On 13<sup>th</sup> March 2023, it gave notices of invitation to participate ("NIPs") to qualifying tenants. On 5<sup>th</sup> May 2023, it gave (what is said to be) a claim notice, under Section 79 of the 2002 Act, to Schloss Roxburghe Holdings Ltd.
16. On 7<sup>th</sup> June 2023, Schloss Roxburghe Holdings Ltd gave a counter-notice objecting to the acquisition of the Right to Manage on the basis, among other matters, that the Property is not premises of a kind described in Section 72 of the 2002 Act, and that the Right to Manage therefore could not be acquired. The RTM Case was started on 16<sup>th</sup> June 2023 by Company A. It was only, however, at the first hearing of the RTM Case (on 15<sup>th</sup> May 2024) that Schloss Roxburghe Holdings Ltd wholly changed the basis of its defence to concede that the Property comprises premises to which the Right to Manage applies and that Company A had served all necessary notices, but to contend instead that Company A could not acquire the Right to Manage due to the fact that there was already a RTM company in relation to the Property (Company B), and, indeed, due to prior service of a claim notice by Company B.

## **Key Legislation**

17. Chapter 1 of Part 2 of the 2002 Act sets out the legislative code for the acquisition of the RTM by qualifying leaseholders, acting through a RTM company. Although the detailed provisions of the 2002 Act are too lengthy to rehearse in full here, the following are the key elements which are of central importance in this case:-

### ***73 RTM companies***

*(1) This section specifies what is a RTM company.*

*(2) A company is a RTM company in relation to premises if—*

- (a) it is a private company limited by guarantee, and*
- (b) its articles of association state that its object, or one of its objects, is the acquisition and exercise of the right to manage the premises.*

*[...]*

*(4) And a company is not a RTM company in relation to premises if another company is already a RTM company in relation to the premises or to any premises containing or contained in the premises.*

*[...]*

#### **74 RTM companies: membership and regulations**

*(1) The persons who are entitled to be members of a company which is a RTM company in relation to premises are—*

- (a) qualifying tenants of flats contained in the premises, and*
- (b) from the date on which it acquires the right to manage (referred to in this Chapter as the “acquisition date”), landlords under leases of the whole or any part of the premises.*

*[...]*

#### **75 Qualifying tenants**

*(1) This section specifies whether there is a qualifying tenant of a flat for the purposes of this Chapter and, if so, who it is.*

*(2) Subject as follows, a person is the qualifying tenant of a flat if he is tenant of the flat under a long lease.*

*[...]*

#### **78 Notice inviting participation**

*(1) Before making a claim to acquire the right to manage any premises, a RTM company must give notice to each person who at the time when the notice is given—*

- (a) is the qualifying tenant of a flat contained in the premises, but*
- (b) neither is nor has agreed to become a member of the RTM company.*

*(2) A notice given under this section (referred to in this Chapter as a “notice of invitation to participate”) must—*

- (a) state that the RTM company intends to acquire the right to manage the premises,*
- (b) state the names of the members of the RTM company,*
- (c) invite the recipients of the notice to become members of the company, and*
- (d) contain such other particulars (if any) as may be required to be contained in notices of invitation to participate by regulations made by the appropriate national authority.*

*[...]*

### **79 Notice of claim to acquire right**

*(1) A claim to acquire the right to manage any premises is made by giving notice of the claim (referred to in this Chapter as a “claim notice”); and in this Chapter the “relevant date”, in relation to any claim to acquire the right to manage, means the date on which notice of the claim is given.*

*(2) The claim notice may not be given unless each person required to be given a notice of invitation to participate has been given such a notice at least 14 days before.*

*(3) The claim notice must be given by a RTM company which complies with subsection (4) or (5).*

*(4) If on the relevant date there are only two qualifying tenants of flats contained in the premises, both must be members of the RTM company.*

*(5) In any other case, the membership of the RTM company must on the relevant date include a number of qualifying tenants of flats contained in the premises which is not less than one-half of the total number of flats so contained.*

*(6) The claim notice must be given to each person who on the relevant date is—*

- (a) landlord under a lease of the whole or any part of the premises,*
- (b) party to such a lease otherwise than as landlord or tenant,*
- or*
- (c) a manager appointed under Part 2 of the Landlord and Tenant Act 1987 (c. 31) (referred to in this Part as “the 1987*

*Act”) to act in relation to the premises, or any premises containing or contained in the premises.*

*(7) Subsection (6) does not require the claim notice to be given to a person who cannot be found or whose identity cannot be ascertained; but if this subsection means that the claim notice is not required to be given to anyone at all, section 85 applies.*

*(8) A copy of the claim notice must be given to each person who on the relevant date is the qualifying tenant of a flat contained in the premises.*

*[...]*

#### **84 Counter-notices**

*[...]*

*(3) Where the RTM company has been given one or more counter-notices containing a statement such as is mentioned in subsection (2)(b), the company may apply to the appropriate tribunal for a determination that it was on the relevant date entitled to acquire the right to manage the premises.*

*(4) An application under subsection (3) must be made not later than the end of the period of two months beginning with the day on which the counter-notice (or, where more than one, the last of the counter-notices) was given.*

*5) Where the RTM company has been given one or more counter-notices containing a statement such as is mentioned in subsection (2)(b), the RTM company does not acquire the right to manage the premises unless—*

*(a) on an application under subsection (3) it is finally determined that the company was on the relevant date entitled to acquire the right to manage the premises, or*

*(b) the person by whom the counter-notice was given agrees, or the persons by whom the counter-notices were given agree, in writing that the company was so entitled.*

*[...]*

#### **90 The acquisition date**

*(1) This section makes provision about the date which is the acquisition date where a RTM company acquires the right to manage any premises.*

*(2) Where there is no dispute about entitlement, the acquisition date is the date specified in the claim notice under section 80(7).*

*(3) For the purposes of this Chapter there is no dispute about entitlement if—*

*(a) no counter-notice is given under section 84, or  
(b) the counter-notice given under that section, or (where more than one is so given) each of them, contains a statement such as is mentioned in subsection (2)(a) of that section.*

*(4) Where the right to manage the premises is acquired by the company by virtue of a determination under section 84(5)(a), the acquisition date is the date three months after the determination becomes final.*

### **The Applicants' Position**

18. Company A set out its position in a revised Statement of Case dated 26<sup>th</sup> July 2024. This was supplemented by a further Statement of Case dated 29<sup>th</sup> November 2024, which was limited to the Preliminary Issues, and a Statement in Reply dated 6<sup>th</sup> December 2024. These were expanded upon in a skeleton argument prepared by Winston Jacob of Counsel, dated 7<sup>th</sup> March 2025.
19. Greig Morrish and the other leaseholders have not provided separate statements of case in relation to the Preliminary Issues. However, the main officers of Company A are also leaseholders in the Service Charge Case who have been primarily engaged in advancing both sets of proceedings, and they have been supportive of the position adopted by Company A (which has, in effect, sought to represent their interests).
20. In summary, the case advanced by the Applicants was:-
  - a. Company B cannot be a RTM company in respect of the Property, because:-
    - i. its Articles of Association do not state that its object is the acquisition and exercise of the right to manage the Property (i.e. the Articles failed unequivocally to identify the Property (and thus failed to comply with s73(2)(b) of the 2002 Act)); and
    - ii. it is not a genuine RTM company because it was not set up by qualifying tenants with a view to acquiring the Right to Manage; rather it appears to have been set up by managing agents and/or the former freeholder to defeat such an acquisition.



- b. There had been no deemed acquisition (by Company B) of the Right to Manage the Property pursuant to Section 90 of the 2002 Act because:-
    - i. No NIPs were served on qualifying tenants;
    - ii. Company B had insufficient members to serve a claim notice;
    - iii. Company B cannot prove that a valid claim notice exists; and/or
    - iv. Company B cannot prove service of a claim notice.
- 21. By way of evidence in support of the Applicants' case, they relied upon witness statements given by Greig Morrish, Fiona Ross, Krish Goodary, and John Douglas Horn.

### **The Position of Schloss Roxburghe Holdings Limited**

- 22. From the point when Schloss Roxburghe Holdings Limited adduced the witness statement of David Lloyd dated 14<sup>th</sup> May 2024, it has effectively stepped back from any active participation in the proceedings, and has given way to Company B's conduct of the defence.
- 23. Schloss Roxburghe Holdings Limited's Statement of Case dated 29<sup>th</sup> November 2024, which was limited to the Preliminary Issues, merely stated:-
  - 2. *Given that the Freeholder was not the Freeholder at such time, we are unable to provide any further information than that has already been provided to the Tribunal.*
- 24. Aside from the above, all that it is possible to glean in relation to Schloss Roxburghe Holdings Limited's position is the following excerpts from the statement of David Lloyd:-
  - 7. *I can assert that QP 15-17 Chatham Place Liverpool RTM Company Limited acquired the right to manage the premises in November 2021. They acquired such management from the previous Freeholder, 1Dom Ltd.*
  - [...]
  - 13. *The Premises is often referred to as being situated at 15-17, Chatham Place, Liverpool. This address is frequently used by leaseholders and lettings and sales agents, and I can only assume that this is the same situation. I have enclosed screenshots of letting and sales agent's webpages listing the properties at the address of 15-17, Chatham Place, Liverpool at Exhibit 5.*
  - 14. *The postcode displayed in the articles of association is the same postcode as that given in each of the leases for the properties located within the building. I have included a sample lease showing the postcode at Exhibit 6.*

15. *The articles of association clearly state that they relate to the building Queensland Place at the postcode listed in the various leases for the building. There is no other building in Liverpool and certainly not in that location named Queensland Place and so the articles of association could relate only to the Queensland Place referred to in these matters.*

Conclusion

16. *I support the Respondents' position that the Applicants application to obtain the right to manage the Premises is fundamental flawed, as it is my understanding that it is not possible for two right to manage companies to exist at one development.*

25. Schloss Roxburghe Holdings Limited has not relied upon any other evidence or submissions in support of its current position.

**The Position of Company B**

26. Company B set out its position in a Statement of Case dated 28<sup>th</sup> November 2024, which was limited to the Preliminary Issues, and a Statement in Reply dated 6<sup>th</sup> December 2024.
27. In summary, the case advanced by Company B was:-
- a. Company B was registered on 5<sup>th</sup> February 2020;
  - b. Statutory notices inviting participation were served on the subject units within the building, in accordance with Section 111(5) of the 2002 Act;
  - c. Even if some tenants did not receive a notice inviting participation however, in *Avon Freeholds Ltd v Regent Court RTM Co Ltd* [2013] UKUT 0213 (LC), the Upper Tribunal confirmed that the provision in Section 111(5) operates to confer a “deemed” service of a Section 78 notice, such that a non-participating tenant is treated as having been given a notice of invitation to participate if Section 111(5) is complied with, even when it can be shown that the tenant has not had actual notice of it;
  - d. The counter-notice dated 10<sup>th</sup> November 2021 is sufficient to establish that the Right to Manage had been acquired and cannot now be disputed;
  - e. Company B had exercised its statutory powers by retaining Urban Evolution to manage the Property;
  - f. The Applicants knew that Company B existed and had been managing the Property, and deliberately failed to disclose documents which would demonstrate that knowledge, and their conduct had been “less than honest”.
28. By way of evidence in support of its case, Company B adduced witness statements from Mike Jones, Ross Spencer and Elliot Lawless.

## **The Hearing**

29. The hearing of the Preliminary Issues was listed as an in-person hearing at the Tribunal Hearing Rooms, c/o Liverpool Civil and Family Court, 3<sup>rd</sup> Floor, 35 Vernon Street, Liverpool, L2 2BX, to commence at 10.30am on 11<sup>th</sup> March 2025. The hearing bundle was made available to the Tribunal on 28<sup>th</sup> February 2025.

## **Representation on Behalf of Company B**

30. On 6<sup>th</sup> March 2025 at 08:38, the Tribunal received an email from Scott El Paraiso, who had been the Representative of Company B, saying:-

*Dear Sirs,*

*Neither I nor Blockera Leaseholder Services Ltd any longer represent the second respondent in this matter.*

*No further correspondence should be sent to me in regard of any aspect of the case.*

*I have asked the second respondent to contact all parties and advise as to whom will be representing them.*

31. The events which then unfolded on the morning of the hearing itself were so extraordinary that they merit being recounted in detail.
32. Company A and 10 of the Applicant leaseholders were represented by Winston Jacob of Counsel, Schloss Roxburghe Holdings Limited was represented by Carl Fain of Counsel, and Ellie Twist of Counsel sought to represent Company B.
33. Miss Twist explained that she had been instructed through the Bar Council Direct Access Scheme by Company B's managing agent (Urban Evolution), and she had only been instructed the previous afternoon by speaking with Ross Spencer (a director of Urban Evolution) on the telephone. She said that her instructions were that her client's three witnesses had not been notified of the hearing, and she was instructed to seek an adjournment to allow them to attend. She also stated that Scott El Paraiso had been in the same room as Ross Spencer, talking to him in the background.
34. Given that Scott El Paraiso / Blockera Leaseholder Services had terminated their representation of Company B just a few days beforehand, and there had been no further indication that Company B would be appointing a new representative until a few minutes before the hearing was about to begin, the members of the Tribunal stated that Miss Twist would need to seek the Tribunal's permission to act as its representative at the hearing, in the absence of a notice filed under Rule 14 of the Tribunal Procedure (First-tier Tribunal)

(Property Chamber) Rules 2013 (“the 2013 Rules”). She sought the Tribunal’s permission. She said that the situation had been urgent as Scott El Paraiso had only resigned the week before, leaving very little time to make arrangements. Her understanding was that Company B had looked for various representatives, which was why no Rule 14 notice had been filed. She submitted that it was in the interests of justice for the parties to be represented.

35. The Tribunal members asked Miss Twist if she knew which person at Company B was instructing the agents, especially as there had been allegations by the Applicants of identity fraud. Miss Twist said that she was aware of two officers having resigned, leaving Charles Latham as director. The Tribunal asked if he had known about the hearing. Miss Twist said that he did not think he needed to attend if he was represented. She was asked if Mr Latham had changed his plans once he knew that his company was no longer represented. She said she did not have instructions on that point. She also said that he did not think he needed to give evidence as he thought that Elliot Lawless would be attending. She understood that Scott El Paraiso had spoken to Mike Jones around Christmas 2024 when he was going in for an operation, and had not been able to contact him since. She confirmed that none of her client’s witnesses were present at the hearing.
36. Mr Jacob replied for the Applicants. He noted that it had been 6<sup>th</sup> March when Scott El Paraiso emailed the Tribunal to say that he was no longer representing Company B. Two of Company B’s directors also resigned that day. Ross Spencer is also a director of Maddison Holdings Limited, which was one of those directors (it being a company appointed as director of another company). Ross Spencer had been advancing the case on behalf of Company B. Maddison Holdings’ registered office address is the same as Urban Evolution’s (48 - 52, Penny Lane, Liverpool, England, L18 1DG). He stated that he and his clients believed that Charles Latham is a fiction. When he had first asked Miss Twist outside of the hearing room about who was instructing her, she said initially “Mike Murphy”. Then she made a phone call, and clarified that it was “Scott at Urban Evolution”, and Mike for payment details. Then she made a further phone call to Ross Spencer. Mr Jacob asserted that the Tribunal could not take the existence of Charles Latham at face value, nor the assertion that he had authorised the appointment of a representative. His clients’ belief was that it was all run by Urban Evolution.
37. It was noted by the Tribunal that it was a matter for Counsel – and not the Tribunal – to satisfy themselves that they are properly instructed. The Tribunal suggested that Miss Twist might wish to take 10 minutes to confirm her instructions, and in particular to enquire of her clerks as to what Client Due Diligence had been undertaken. Miss Twist agreed.
38. Upon the hearing resuming, Miss Twist announced that she was withdrawing from the case, and she left the hearing. For the avoidance of doubt, the Tribunal did not refuse to permit Miss Twist to represent Company B.

### Proceedings in the Absence of Company B

39. The Tribunal therefore had to consider whether it should continue in the absence of Company B or any representative appointed to act on its behalf, pursuant to Rule 34.
40. Mr Jacob invited the Tribunal to proceed. He referred to the email from Mr El Paraiso when he said he was no longer going to represent Company B, which was sent on 6<sup>th</sup> March 2025. He had copied in Ross Spencer at Urban Evolution. It was clear that there was no longer any representative and that he had to find somebody new. However, he had only tried to instruct Miss Twist the day before the hearing. There had been nothing by way of email update in the meantime. It was simply done at the last minute, which was not good enough. Ross Spencer had said he didn't realise he had to attend, but Mr Jacob said that was not credible. He confirmed that there had been a suggestion of identity fraud. Judge Holbrook's directions of 18<sup>th</sup> October 2024 made it clear that witnesses were expected to attend to be cross-examined unless otherwise agreed. He also referred to the kinds of allegations being made by Company B. He said that Mike Smith had made counter-allegations of dishonesty on the part of the Applicants. Mr Jacob said that under those circumstances you could not imagine that you wouldn't have attendance from the witnesses. One might expect someone to attend from the company at least, if only to assist and report back. There was no justification not to proceed. He submitted that it smacked of an opportunity to derail the process. He questioned why Mr El Paraiso was in the background of a telephone call with Ross Spencer, according to Miss Twist's own statements to the Tribunal, when he did not want to proceed with representing them any more.
41. Mr Fain had no submissions to make in reply.
42. The Tribunal was satisfied that the witnesses for Company B had been directed to attend the hearing and that its officer(s) had been notified and were aware of the hearing. It was noted that Scott El Paraiso and Ross Spencer (who is both an employee of Company B's managing agent and a director of a company of which had until recently been a director of Company B) were aware of the hearing and the purpose of it. Failure to secure legal representation in time was not a good reason for non-attendance. It was in the interests of justice to proceed with the hearing, and so the Tribunal decided to do so.

### Position of Schloss Roxburghe Holdings Ltd

43. In relation to the position of Schloss Roxburghe Holdings Ltd, Mr Fain stated that his position for the hearing itself was neutral. He said that his client could not comment on what had happened previously, so he could not question any of the Applicants' witnesses.

44. The Tribunal observed that it had been Schloss Roxburghe Holdings Ltd which had asserted, 11 months previously, that a RTM Company already existed in relation to the Property. This assertion had diverted the case for nearly a year, and now it was trying to say that it didn't know anything about it.
45. Mr Fain replied that it had been the people behind Company B who had led the evidence, that his client had thought that the Property did not qualify for RTM when it bought the freehold, and it was only later that it reconsidered and changed its position.
46. The Tribunal warned Mr Fain that certain of the allegations made by the Applicants, if found to be true, could raise the issue of payment of costs by either or both of the Respondents. The matter was stood down to allow Mr Fain to take instructions. When the hearing resumed, Mr Fain confirmed that he was content to proceed.

#### Witnesses for the Applicants

47. Greig Morrish, Fiona Ross, Krish Goodary and John Horn all confirmed the contents of their written witness statements as their evidence in chief, which was given under oath in all four cases. With the exception of Fiona Ross, they spoke only to confirm their statements.
48. Fiona Ross was asked for additional details by the Tribunal regarding her statement. She confirmed that she is the group organiser of the Queensland Place Leaseholders Group, an informal association of about 160 individuals who hold around 280 of the leases within the Property. She said had tried to contact everyone who was on the register of members and asked if anyone knew anything about there having been a previous RTM company before Company A existed, or if anyone knew of Mike Jones. She said that she received a resounding response from those contacted that nobody had heard of either a previous RTM company or a person called Mike Jones. Not one person said that they had done. Additionally, several of the leaseholders who were supposed to be current members of Company B also had no knowledge of someone called Mike Jones, or of having been invited to become members of Company B.
49. She also stated that Company B's details were not included in any service charge demands in 2023 or 2024, until the week before the May 2024 hearing. However, she said that on 6<sup>th</sup> June 2025 many of the members of the Queensland Place Leaseholders Group contacted her to say that they'd been flooded with hundreds of emails re-sending the previous service charge demands, with the name of Company B now included on the second page.

#### Closing Submissions

50. Mr Fain had no closing submissions to make.

51. The Tribunal heard the following key submissions from Mr Jacob:-

- a. The Applicants have – in litigation correspondence – put the Respondents to proof that Mike Jones is a real person and requested disclosure of proof of his identity. The Respondents have not formally replied to that issue or provided the disclosure sought. The reason given for his non-attendance, that he has had an operation (with no further supporting evidence of that being provided), was flimsy to say the least.
- b. Company B has provided very little by way of disclosure to prove that the RTM procedure was followed. There was a purported management agreement, but almost nothing else despite references to other documents in emails (which have not been disclosed).
- c. Schloss Roxburghe Holdings Ltd had also not disclosed any documents from its acquisition of the Property which would indicate whether Company B had exercised the RTM or whether it had not, which was hard to understand.
- d. On the issue of whether Company B was a RTM company within the meaning of the 2002 Act:-
  - i. Its Articles do not specify the correct premises; and
  - ii. It was not set up to exercise the RTM but to block the genuine exercise of that right by anyone else in the future.
- e. On the issue of whether Company B specified the correct premises in its Articles of Association (as required by Section 73(2)(b) of the 2002 Act) – the Royal Mail address of the Property is at 2 Chatham Place, Liverpool, Merseyside L7 3AA; whereas the address given in Company B's Articles (15-17 Chatham Place) is a unit on the opposite side of the road. Mr Jacob also highlighted a service charge demand from June 2020, produced in the hearing bundle, in which Urban Evolution had referred to the Property as "Queensland Place, 2 Chatham Place, Liverpool, Merseyside, L7 3AA, United Kingdom". This was also supported by copies of a utility quote to Company B from EDF energy, a utility bill to Company B from EDF energy dated 11<sup>th</sup> April 2024, and the Certificate of Insurance for October 2023 to 2024 in the name of Company B – all of which referred to "2 Chatham Place". In his submission, there needed to be a lack of ambiguity and that line was crossed when there was reference to a completely different building.
- f. Alternatively, Mr Jacob argued that Company B is not a "genuine" RTM Company. He relied on various excerpts from *Bennion on Statutory Interpretation, 8th Ed.*, that the Tribunal should aim to give effect to the legislative purpose of the 2002 Act, and to prevent evasion of the legislative purpose or any "fraud upon an Act". In that regard, the

purpose of the RTM is to enable leaseholders to take control of premises from an obstructive landlord. The purpose of Section 73(4) must be to stop competing claims between qualifying tenants, but was not designed to allow someone to block it for all time. When asked why that specific provision was not set out in the legislation, Mr Jacob suggested that Parliament cannot anticipate every eventuality and that it probably never occurred to those drafting the legislation that this situation might occur. He reiterated that Section 72(2)(b) should not be considered satisfied if there was no genuine intention to acquire the RTM by the people setting up the company (that being the approach adopted by the Leasehold Valuation Tribunal on similar facts in *Danescroft RTM Co Ltd v Inspired Holdings Ltd* [2014] L. & T.R. 4).

- g. Mr Jacob drew the Tribunal's attention to the fact the Property was developed within the "Elliot Group", which was headed by Elliot Lawless. The first freeholder of the Property was a company called Queensland Place Limited, of which Mr Lawless was a director. Originally there was no management company and the freeholder held all responsibility for managing the Property. According to the text of a decision in the Employment Tribunal, dated 22<sup>nd</sup> February 2022 and which concerned a TUPE dispute brought against Urbanbubble Liverpool Ltd, Urban Evolution and Nationwide Facilities Management Ltd, it was said that Urbanbubble had been signing the management agreements in relation to the Property. Urban Evolution was due to take over the management of the Property by early 2020. It was said that Mr Lawless had sent an email in February 2020 saying, "*Over my dead body will I allow [Bubble] to swipe the management of my buildings away from me*". Mr Jacob suggested that from an early stage, the owners of the Property had wanted to prevent the RTM from being exercised.
- h. The only person who was the original subscribing member of Company B was Mike Jones, who was also the guarantor. The evidence of Greig Morrish and Fiona Ross was that neither of them had ever heard of him. Fiona Ross' evidence was also that over 130 leaseholders had also denied ever receiving a copy of a Claim Notice given by Company B to 1Dom Limited, receiving a Notice from Company B inviting them to become a member of that company, or even receiving any communications from Mike Jones.
- i. Mr Jacob submitted that if Mike Jones exists, he has no known connection to the Property (other than his involvement with Company B, of course). He had not attended the hearing. Scott El Paraiso and Ross Spencer had told their barrister that he had not been heard of for months. Mr Jacob went further, and invited the Tribunal to conclude that he does not even exist.
- j. Mr Jacob went on to highlight evidence of five other RTM companies which had been set up, often using the same address as Urban



Evolution or companies associated with it, and/or the same date of birth as Scott El Paraiso (March 1983).

- k. Mr Jacob reiterated that Greig Morrish had formally challenged in his witness statement whether Mike Jones was a real person, but Mike Jones had not provided evidence of his identity in response, such as a copy of a passport. Mr Jacob asserted that Mike Jones is a fiction to disguise the identity of the real people who set up Company B. In that regard, he noted that Ross Spencer and Scott El Paraiso appear to still be working together.
- l. Mr Jacob noted that Company B had failed to provide an updated list of its members in response to a formal request by Company A, which amounted to a criminal offence under Section 118 of the Companies Act 2006. He also noted that the register does not comply with the legal requirements of the Companies Act 2006, due to the failure to provide the addresses of the members and the dates on which they became members. Mr Jacob reiterated that six of the people who are listed as members have replied to an email, denying any knowledge of being asked to become members.
- m. On the issue of deemed acquisition, Mr Jacob referred again to his skeleton argument, and further asserted that there was no evidence of the original notice of participation ever having been given to leaseholders, and two of the Applicants' witnesses had confirmed on oath that they had never received one. Service charge demands from 2021 made no mention of Company B, and it was only once the matter became an issue in these proceedings that the leaseholders were suddenly inundated with re-issued demands bearing its name. It was said that one leaseholder received around 100 emails in a single day. Although evidence had been produced that Company B had entered into contracts with utility companies, one was signed in July 2021 which was supposedly before the Right to Manage had even been acquired. Mr Jacob's position was that there had been no genuine attempt to exercise the RTM by Company B.

### **Consideration of Evidence and Factual Findings of the Tribunal**

- 52. It is no exaggeration to say that the nature of the competing arguments in this case is extraordinary. It is not often that the Tribunal is invited to find that a person named as the deponent of a witness statement is entirely fictional. But that is a key finding that we are invited to make.
- 53. The Tribunal firstly notes that not one of the Respondents' witnesses attended the hearing of the Preliminary Issues, in direct contravention of a clear and explicit direction from this Tribunal to do so. No good reason has been advanced as to why this is the case, despite the fact that extremely alarming allegations of dishonesty and fraud had been levelled against Company B and its representatives. This of itself must call the reliability of all of the

Respondents' witnesses into question. When reading the highly disturbing factual evidence set out by the Applicants' witnesses (summarised above), the Tribunal concludes that it cannot place any weight upon the witness evidence of the Respondents' witnesses, except to note the existence and contents of any documents whose authenticity is not disputed.

54. In contrast, although the Respondents adduced evidence which disputed the Applicants' version of events, none of that evidence was confirmed orally before the Tribunal at the hearing and there was therefore no opportunity for the Respondents' witnesses to be cross-examined. Additionally, all of the Applicants' witnesses gave evidence under oath at the Tribunal's request – this was because of the nature of the various allegations at issue. The Tribunal wholly accepts the evidence of the Applicants' witnesses.
55. The Tribunal notes, in particular, that over 130 leaseholders of the Property have never even heard of a man associated with the management and called Mike Jones, and not a single leaseholder ever had done (not even the 6 or so current alleged members of Company B, which was said to have been set up by him). He has not provided any meaningful evidence of his identity when challenged to do so, even though that ought to be not only a simple task, but indeed what any sensible person would have done when accused of lying in this way.
56. Another telling piece of evidence is this: The signature of "Mike Jones", which appears to be a reproduction of a wet ink signature on the management agreement dated 20<sup>th</sup> January 2023 made between Company B and Urban Evolution and which was exhibited to the witness statement of Ross Spencer dated 28<sup>th</sup> November 2024 (at page 73 of the agreed hearing bundle) clearly and obviously does not match the signature of "Mike Jones" on the witness statement of Mike Jones dated 10<sup>th</sup> June 2024, which again appears to be a reproduction of a wet ink signature (at page 272).
57. All told, if "Mike Jones" is indeed a real person, then it is entirely possible that his witness statements adduced in evidence may have been falsified.
58. As such, the Tribunal considers that the witness statements of "Mike Jones" dated 10<sup>th</sup> June 2024 and 6<sup>th</sup> December 2024 cannot be treated as any kind of credible account and cannot be safely relied upon.
59. Even if a person known as "Mike Jones" had ever existed, it is clear from the evidence of the Applicants and of over 130 fellow leaseholders that he cannot ever have had any authentic connection with the Property (for example, as leaseholder). The Tribunal therefore also finds as fact that no person known as or claiming to be the Mike Jones who is listed as the original member of and subscriber to Company B could ever have been a person who was entitled to be a member of a company which was a RTM company in respect of the Property.

60. Additionally, the Tribunal considered the evidence that not one of the persons who are currently listed as members of Company B appears to have been lawfully admitted as such with their knowledge or consent. The Tribunal therefore finds as fact that not one of the persons who are currently listed as members of Company B is (or ever has been) a lawful member of Company B.
61. These last two findings are of particular significance, because it means that Company B did not have, and does not have, any members who are entitled to be members pursuant to Section 74(1) of the 2002 Act. This alone means that Company B cannot ever have been a RTM company.
62. Even if the Tribunal is wrong in relation to the findings at paragraphs 59 and/or 60 above, the Tribunal is also persuaded that Company B is not, and never has been, a RTM company, because it was clearly established for the sole improper purpose of blocking any future legitimate right to manage application (contrary to the legislative purposes of the 2002 Act).
63. Additionally, even if the Tribunal is wrong in relation to the findings at paragraphs 59/60 or 62 above, the Tribunal is also persuaded that Company B did not correctly identify the Property in its articles of association. The address listed at Royal Mail, and HM Land Registry, is Queensland Place, 2 Chatham Place, Liverpool, L7 3AA. This also happens to be the same address which appears on various contracts entered into by or on behalf of Company B. It is clearly the correct address. The address at 15-17 Chatham Place is a different address. The difference is not a mere typing error and is not unambiguously the same premises. The Tribunal therefore finds that Company B's articles of association did not state that its object, or one of its objects, is the acquisition and exercise of the right to manage the Property. Again, this alone means that Company B cannot ever have been a RTM company in relation to the Property.
64. The Tribunal makes the following further findings of fact in relation to the purported "deemed acquisition" of the RTM by Company B:-
- a. No Notice Inviting Participation was ever given to any qualifying tenants of flats within the Property by (or on behalf of) Company B;
  - b. No Notice of Claim was ever given in respect of the Property by (or on behalf of) Company B to another person.
65. The last two findings of fact are drawn from the total absence of any copies having been retained of the relevant documents. It is totally implausible that any sensible property manager would fail to keep any contemporaneous records of such legally significant documents.

### **Preliminary Issue (a)**

66. As the Tribunal has found that Company B cannot ever have been a RTM company (either because it did not have, and does not have, any members who

are entitled to be members pursuant to Section 74(1) of the 2002 Act; or because it was clearly established for the sole purpose of blocking any future legitimate right to manage application; or because its articles of association did not state that its object, or one of its objects, is the acquisition and exercise of the right to manage the Property), the Tribunal determines Preliminary Issue (a) in favour of the Applicants.

### **Preliminary Issue (b)**

67. As the Tribunal has found that (i) Company B cannot ever have been a RTM company; (ii) no Notice Inviting Participation was ever given to any qualifying tenants of flats within the Property by (or on behalf of) Company B; and (iii) no Notice of Claim was ever given in respect of the Property by (or on behalf of) Company B to another person, the Tribunal similarly determines Preliminary Issue (b) in favour of the Applicants (for any or all of the reasons given, or any combination of them).

### **Further Directions and Next Steps**

68. At the conclusion of the hearing on 11<sup>th</sup> March 2025, the members of the Tribunal retired to deliberate and reached sufficient provisional findings so as to be able to give an indication to those present as to the ultimate decisions which would be reached.
69. Exceptionally, the Tribunal indicated its provisional findings and decisions to the Applicants and the First Respondent on the day of the hearing. In light of there being no further impediment to Company A's claim to the RTM in respect of the Property, the Tribunal also confirmed that it would be determining the substantive issue in the RTM Case in Company A's favour as well.
70. The parties were informed that these detailed written reasons would follow, whereupon they were advised to study them carefully. They were also informed that no Rule 13 application would be considered until after the written reasons were provided.
71. The Tribunal also indicated that there would be a stay of proceedings in the Service Charge Case following the provision of written reasons, so that the parties could consider whether that dispute could be resolved without further recourse to the Tribunal. The Tribunal will give directions for the further management of the case(s) once the 28-day time limit for appeals has passed, but, by way of advance notice, the parties should be aware that the directions will provide for the following:-
- a. Separation of the RTM Case and the Service Charge Case back into two distinct and separately managed cases under their respective original case references and statements of case;

- b. A further stay of proceedings of 8 weeks (i.e. 12 weeks in total from the date of this Decision) in the Service Charge Case.

## **RIGHTS OF APPEAL**

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

## **Appendix – List of Applicant Tenants**

Greig Morrish  
Idris Adam  
Maha Adlouni  
Sabina Ahmed  
Derek Ali  
Hussein Mahmood Alquqa  
Mohammas Alsayyed  
Frederick & Emamoke Asasa  
Rashid and Javaria Asif  
Michael Bar  
Anant Barchha  
Richard Batten  
Bhagwan & Nana Bharwani  
Wendy Boast  
Chin Chai Lee & Yean Thow Lian  
Stephanie Wai Ping Chang  
Christofer Cheng (Fung Christofer Cheng)  
Chee Chean Chu  
David Culver (Ong Seok Fong)  
Vira Datsyuk  
Paul and Lynn Dixon  
Alan & Christine Dyer  
Wafa Dudin  
Hani Elamad  
Aladin Eltayeb  
Patrick & Arlene Fernandes  
Yau Kim & Kheng Yong Yoke Foo  
Basilia Ganagana  
Norman George  
William Gibson  
Krishun Dutt Goodary  
Gehane Habib  
Janet Mary  
Deanna Elizabeth Hallett  
Carl Hamill  
Lesley-Ann Harrison & Jill Harrison-Galt  
John Horn (Swift 937 Limited)  
Emma Hudson  
Mouaffak (Eng Mouaffak Adbul Sahed Hussain) Hussain  
Diana Chua Lye Imm  
Marcel & Sally Jacobs  
Wen Jiang  
Maurice Jepson  
Angelia & Ian Johnson

Suzanne Johnsen  
Carol & Simon Jones  
Jude Joseph  
Malvinder Kaur  
David & Lynette Kent  
Phillip Keroban  
(Philip J Kernohan)  
Maher Khalil  
Mazen Al Khaldi  
Rubina Tashfeen Khan  
Wilma Khan  
Thomas Tuan Kit Kwong  
Gerald Lay  
Ray Leplar (Townfirst Limited)  
Marek & Bozenna Lewandowska  
Ronke Ijogun (Oluronke Ijogun)  
Jia Lu  
Steve Lunn (Walter Steven Lunn)  
Mark Maddock  
Olga Mala  
Adbul and Tara Malik  
Alison & Niall McGuire (Niall Maguire Limited)  
Daniele & Maria Antonietta Bonaccorso  
Peter Michael  
Susan Moloney  
Ahmed Munir & Rehana Munir  
John Musk  
Azuka Zach Anyanwu-Ndulewe  
Olouwafunminiye & Odetayo  
Oluwatoyin Odetayo  
Collins Onumajuru  
Chizo Onuh (Chizoba Onuh)  
Satnam & Joyti Parhar  
Bharat Parmar  
Dharminder Parmar  
Chirag Patel  
Jateen Patel  
Mr Shailesh Patel  
Mr Vimal Patel  
Sue Pegram  
Isabella af Petersens  
Anusha Ratnayake & Navin Piyatissa  
Riadh Raddadi  
Mohin Adbul-Rahman (Mahibur Abdul-Rahman)

Ramraj Raijah (Camilia Moreu)  
Fiona Ross  
St John Rowntree (Rowntree Ventures Limited)  
Sofia Saghir  
Ajai Kumar Saxena  
Wafaa Sbeiti  
Veronica Serfontein (Alisa Teronic Theron)  
Harry and Geeta Shah (Harishkumar & Kartika Shah)  
Nimish Shah (D Shah)  
Shola Shoda  
Amolak Singh  
Sobti & Sobti Limited  
Niveditha Soma  
Abirami & Arun Subramaniam  
Peng Huat Tan  
Hayley Tang (Hongjin Tang)  
Jackie Tey (Seng Leng)  
Mohit Tandon  
Steven Tong (Yee Liak Tong)  
Dia El Turk  
Raghu Varadarajan  
Yani Wang  
Guy & Jayne Weaver  
Anthea Webber and Karen Morrison  
Benedict Weissheimer  
Theresa Weissheimer

Nicolas Williamson  
Joon Llan Wong  
Kaishian Shian Wong (Wong Kai Shian/Wong Chung Yew)  
Eric Teck Wong (Leon Ung and King Ngo)  
Kevin Wu (Ying, Zhongmei & Wu, Xinghan)  
Xiaoming He  
Catherine Yap (YAP SAW LAY ) & Cheah Yue Ling  
Solomon & Lisa Yisa  
Zhenqiang (Justin) & Li Yan Chun Yuan  
Ngan Leng (Felicity) Yeong  
Choon Kok Yuen & Cheong Yoke Yeng  
Kamar Zaman  
Li Zhong (Winnie Zhong)  
Manmohanjit Singh  
Susan Conner  
(Executor of Howard Cherlin's Estate)  
Directors of Orchard & Oak Property Ltd,  
Kelechi Ofurum  
Nikoletta Lakatos  
Mehangi Shah  
Ahmed Ali  
Dr Mohammad Jaffar Khan