



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

Case Reference : HAV/24UG/LVM/2025/0001

Property : Providence House, Bartley Way, Hook,
Hampshire, RG27 9FG

Applicants : Myles Simpson (Flat 6)
Selena Coburn (Flat 17)
Mark Easto (Flat 24)
Andrew Adamson (Flat 57)

Representative : Setfords Solicitors

Respondent : Bartley Way Limited

Representative : Brecher LLP

Manager : Mr Michael Jacobs

Tribunal members : Judge J Dobson

Date of Order : 8th July 2025

MANAGEMENT ORDER

Interpretation

1. In this Order:

“The Property” includes all those internal and external parts of the property known as Providence House, Bartley Way, Hook, Hants RG27 9FG and registered at HM Land Registry under title number HP375112 and shall include the building, outhouses, gardens, amenity space, drives, pathways landscaped areas, flower beds, passages, bin-stores, common parts, storage rooms, any basements, electricity and power rooms; and all other parts of the property.

“The Landlord” shall mean Bartley Way Limited or their successors in title to the reversion immediately expectant upon the Leases (termed “Freeholder” in the previous Management Order).

“The Tenants” shall mean the proprietors for the time being of the Leases whether as lessee or under-lessee (termed “Lessees” in the previous Management Order) and “Tenant” shall be construed accordingly.

“The Leases” shall mean all leases and/or underleases of flats in the Property (but specifically excludes Assured Shorthold Tenancies and other short-term tenancies or licences).

“The Old Manager” means Mr James Farrow

“The Manager” means Mr Michael Jacobs

“The Tribunal” means the First-tier Tribunal (Property Chamber)

“Service Charges” means “Service Charges” (as defined in the Leases) which it is the obligation of the Lessees to pay.

“Equivalent Contributions” means the sums payable by the Freeholder pursuant to clause 5(c) of the Leases in respect of Flats remaining in the ownership of the Freeholder and in relation to which there are no leases, namely that the Freeholder will “Until the grant of leases on sale of the residential flats in the Building remaining unsold at the date hereof have been completed to observe and perform in relation to such flats such of the covenants and conditions corresponding to those contained in the Lease on the part of the Tenant as relate to the payment of service charges thereunder and the repair thereof”.

ORDER

2. This Order (“this Order”/ “the Order”) extends the original Management Order for the Property dated June 2021 (the “2021 Order”) made in proceedings CHI/24UG/LAM/2020/0008, as varied by the varied Order dated 7th December 2023 made in proceedings CHI/24UG/LVM/2023/0007 and CHI/24UG/LVM/2023/0008 and as extended on an interim basis in these proceedings.
3. The definitions above and related terms are varied to reflect the fact that as of 7th December 2023 the identity of the Manager was being altered, which is not required to be repeated in this Order. Provisions in the varied Order related to the provision of information and documents by the Old Manager on handover are removed as not obviously now relevant.
4. The Manager’s appointment shall continue and shall end on 31st March 2026 (“the End Date”), although the continuing obligations on the Manager pursuant to his appointment remain.
5. 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.
6. Nothing within this Order shall prevent the Freeholder from undertaking works to the Property to complete the construction of the Property and where the cost of such works is not recoverable as Service Charges or Equivalent Contributions. The Freeholder must provide to the Manager at least 14 days’ notice of such works and provide such details of the works to be undertaken as the Manager may reasonably require.
7. The purpose of this Management Order is to provide for the management of the Property, which includes taking any appropriate ongoing steps to resolve problems of historic inadequate management which have been identified by the Tribunal, with the primary purposes of the Order being as follows:
 - i) to ensure the appropriate accounting for Service Charges, Equivalent Contributions and others sums received, including in a reserve fund insofar as appropriate, and the expenditure incurred in relation to the provisions of the Leases;
 - ii) to ensure the undertaking of the appropriate works of maintenance, repair and decoration to the Property, including external common parts and including any major works;
 - iii) to ensure that Service Charges and Equivalent Contributions to date have been charged for matters which were properly service costs and to

ensure that future Service Charges and Equivalent Contributions are for such matters only;

- iv) to pursue the recovery of service charges and/or equivalent contributions unpaid at this time, including prior to the 2021 Order and during the life of the Management Order and
- v) insofar as reasonably practicable, to seek to ensure that any works forming part of the original development of the Property are completed by the Respondent, including when considering that reasonable practicality, giving appropriate consideration to the cost effectiveness and merits of any action as compared to the cost of the work being undertaken and funded through Service Charges and Equivalent Contributions.

8. To assist in the ability to address the steps identified in the previous paragraph the Manager is empowered to:

- a) recover the costs as Service Charges and Equivalent Contributions of any works that may be construed as improvements to the Property that the Manager may consider it appropriate to undertake and to be paid for by way of Service Charges and Equivalent Contributions;
- b) collect both arrears of Service Charges and insurance and Equivalent Contributions and any other payments that have accrued after his appointment and additionally any such arrears and payments outstanding that accrued prior to his appointment;
- c) collect ground rent, as further provided for below, and to retain any such ground rent collected, crediting the Landlord's account for payment of Equivalent Contributions with such sums, including if the Landlord's account is up to date by way of credit against any future sums of Equivalent Contributions payable by the Landlord;
- d) in addition to the powers provided for below in respect of a reserve account, specifically demand as part of Service Charges and Equivalent Contributions payments to be placed in that reserve account and
- e) consider the practicality and costs- effectiveness and merits of taking any action to ensure that any works forming part of the original development of the Property are completed by the Respondent and where the New Manager reasonably determines that such action is not the best course, to recover the costs of such works as Service Charges and Equivalent Contributions.

9. The New Manager shall manage the Property in accordance with:

- a) the terms of this Order and the Directions set out below;

- b) save to any extent modified by this Order, 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 (3rd Edition) or such other replacement code (“the RICS Code”) published by the Royal Institution of Chartered Surveyors 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.
10. No other party shall be entitled to exercise a management function in respect of the Property where the same is the responsibility of the New Manager under this Order.
 11. 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.
 12. 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.
 13. 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.
 14. Any application to extend or renew this Order must be made by 31st January 2026 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 automatically continue until that application has been finally determined and the term of this appointment is automatically extended accordingly. If all parties agree to the extension of the term of the Management Order and agree the length of the extension, then the Tribunal may, if it determines it appropriate to do so, make any further Order on paper.
 15. The Manager shall continue to take all decisions about the management of the Property necessary to achieve the purposes of this Order. If the Manager is unable to decide what course to take, the Manager may apply to the Tribunal for further directions, in accordance with section 24(4),

Landlord and Tenant Act 1987. Circumstances in which a request for such directions may be appropriate include, but are not limited to:

- (a) a serious or persistent failure by any party to comply with an obligation imposed by this Order;
- (b) circumstances where there are insufficient sums held by the New Manager to discharge their obligations under this Order and/or for the parties to pay the New Manager's remuneration; and
- (c) where the New Manager is in doubt as to the proper construction and meaning of this Order.

Contracts

16. 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 the Management Order dated July 2021;
 - (b) the Old Manager as previously defined shall indemnify the Manager for any liabilities after the original Management Order dated July 2021 but prior to the commencement of the varied Order dated 7th December 2023; and
 - (c) the Manager has the right to decide, in their absolute discretion, the contracts in respect of which they will assume such rights and liabilities, with such decision to be communicated in writing to the relevant parties within 56 days from the date this order.
17. 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.
18. The Manager may enter into or continue with as may be appropriate a contract as the Manager may consider appropriate with Michael Laurie Magar Limited ("MLM Limited") in respect of management tasks whilst maintaining management of the Property and subject to appropriate supervision and no additional charges accruing.

Pre-contract enquiries

19. The Manager shall be responsible for responding to pre-contract enquiries regarding the sale of a residential flat at the Property.

Legal Proceedings

20. 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.
21. Such entitlement includes bringing proceedings in respect of arrears of Service Charges, Equivalent Contributions and ground rent attributable to any of the Flats in the Property, including, where appropriate, proceedings before this Tribunal under section 27A of the Landlord and Tenant Act 1985 and in respect of administration charges under schedule 11 of the Commonhold and Leasehold Reform Act 2002 or under section 168(4) of that Act or before the courts and shall further include any appeal against any decision made in any such proceedings.
22. 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 account are subsequently recovered from another party, those costs must be refunded to the service charge account.

Remuneration

23. The Manager shall be entitled to remuneration (which for the avoidance of doubt shall be recoverable as part of the Service Charges and Equivalent Contributions payable pursuant to the Leases).
24. The Tenants are responsible for payment of the proportionate share of the Managers' fees which reflect the number of flats in the Property with lessees, which are to payable under the provisions of this Order and the Landlord is responsible for payment of the proportionate share of the Managers' fees which reflect the number of flats in the Property retained by the Landlord.
25. The sums payable are:
 - (a) an annual fee of £26,750.00 (equating to £250.00 per flat) for performing the duties set out in paragraph 3.4 of the RICS Code (so far as applicable) as at December 2023 subject to any subsequent increase as at 1st January 2025 in accordance with the increase in the Consumer Price Index for the twelve months ending 31st October in the previous year;
 - (b) fees in the amount of £2,675.00 (equating to £25.00 per flat) in relation to the handover (see the Decision of today's date and insofar as related specifically to that, paragraphs 39 to 46 inclusive of this Order);
 - (c) any additional fees contained in a schedule to this Order for the duties set out in paragraph 3.5 of the RICS Code (so far as applicable); and

(d) VAT on the above fees.

26. The Manager shall be entitled to increase such fees annually as at 1st January 2026 in accordance with the increase in the Consumer Price Index for the twelve months ending 31st October in the previous year or any greater sum as may subsequently be authorised in advance by the Tribunal, in respect of which the Manager may apply at least two months in advance.

Ground Rent, Service Charges and Equivalent Contributions

27. The Manager shall collect the ground rents payable under the residential Leases.
28. The Manager shall collect all Service Charges and insurance premium contributions and Equivalent Contributions payable under the provisions of the Leases, in accordance with the terms and mechanisms in the Leases.
29. 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 in respect of both Service Charges and Equivalent Contributions;
 - (b) establish a reserve account 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 reserve account;
 - (d) alter the accounting year and to collect arrears of service charge and insurance that have accrued before their appointment; and
30. 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

31. The Manager may recover administration charges from individual Tenants and from the Landlord for their costs incurred in collecting ground rent, Service Charges and insurance and in collecting Equivalent Contributions, 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

32. 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.
33. 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.
34. 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.
35. 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 AND THE OLD MANAGER

36. The Old Manager and the Landlord must comply with the terms of this Order.
37. 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.
38. The Old Manager and 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.
39. The Landlord shall allow the Manager and their employees and agents access to all parts of the Property.
40. If the Old Manager shall receive any money in connection with the Property or the Leases, he shall within seven days, pay such sums to the Manager without deduction or set off.

DIRECTIONS TO THE MANAGER

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

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

42. To protect the direction in paragraph 38 for procurement by the Landlord of a direct covenant with the Manager, the Manager must, if not already done, apply for the entry of the following restriction in the register of the Landlord's estate under title no HP375112.

“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 38 of an Order of the Tribunal dated 7th December 2023 have been complied with.

The Manager shall if considered appropriate update the entry to refer to the date of this Order.

Registration

43. The Manager must make an application to HM Land Registry for entry of the restriction referred to in paragraph 48, within 14 days of the date of this Order if not already done.

44. A copy of this 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

45. The Manager must be astute to avoid any Conflict of Interest between their duties and obligations under this Order, and their contractual dealings. Where in doubt, the Manager should apply to the Tribunal for directions.

Complaints

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

Insurance

47. The Manager must maintain appropriate building insurance for the Property and ensure that the Manager's interest is noted on the insurance policy. If at any time there are insufficient funds available collected from service charge and equivalent contributions and/or reserve accounts to pay the relevant premium for buildings insurance, the New Manager may make an urgent application to the Tribunal for further directions to facilitate an ad hoc demand or as otherwise appropriate.
48. From the date of appointment, and throughout the appointment, the Manager must ensure that he/she has appropriate professional indemnity insurance cover in the sum of at least £5 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 Manager personally and to the duties of a Tribunal appointed Manager.

Accounts

49. 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 Charges contributions, Insurance Rent, Equivalent Contributions and all other monies arising under the Leases shall be paid; and
 - (d) hold all monies collected in accordance with the provisions of the RICS Code.

Repairs and maintenance

50. The Manager must:

- (a) by 29th February 2024 draw up a planned maintenance programme for the period of the appointment, allowing for the periodic re-decoration and repair of the exterior and interior common parts of the Property, as well as any roads, accessways, mechanical, electrical and other installations serving the Property, and shall send a copy to every Tenant and to the Landlord;
 - (b) subject to receiving sufficient prior funds:
 - (i) carry out all required repair and maintenance required at the Property, in accordance with the Landlord's covenants in the Leases, including instructing contractors to attend and rectify problems, and is entitled to recover the cost of doing so as service charge payable under the Leases or in accordance with the Order.
 - (ii) arrange and supervise any required major works to the Property, including preparing a specification of works and obtaining competitive tenders.
 - (c) liaise with all relevant statutory bodies in the carrying out of their management functions under the Order; and
 - (d) ensure that the Landlord, and the Tenants, are consulted on any planned and major works to the Property and to give proper regard to their views.
51. The Manager has the power to incur expenditure in respect of health and safety equipment reasonably required to comply with regulatory and statutory requirements.

Budget

52. The New Manager shall prepare an annual service charge budget, set and administer the Service Charges and the Equivalent Contributions and prepare and distribute appropriate service charge accounts to the Tenants and the Landlord as per the percentage share under the terms of the Tenants.

Reporting

53. By 30th June 2024 and then 31st January 2025, the New Manager must prepare and submit a brief written report to the Tenants, and the

Landlord, on the progress of the management of the Property up to that date, providing a copy to the Tribunal at the same time.

54. The report shall provide, amongst other appropriate matters:

- i) an update generally, including as to works;
- ii) an indication of any issues that have arisen and remain, with a plan to address them and
- iii) any specific matters to be addressed before 31st March 2025 and whether those are anticipated to be completed before those dates.

End of Appointment

55. No later than 42 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).

56. 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.

57. 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

a) The New Manager may charge a reasonable time- based fee in accordance with the following rates for reviewing, negotiating and settling, where reasonably possible, the matters set out in paragraphs 7(v) and 8(e) above:

MLM Ltd Staff Level	Hourly rate
Director / Department Head/ Chartered Surveyor	£150.00 plus VAT
Service Charge Accountant	£95.00 plus VAT
Administrator	£50.00 plus VAT

- b) The charge for dealing with solicitor's enquiries on transfer may be made on a time- related basis, not to exceed £195 plus VAT.
- c) Fees in respect of major works carried out to the property (where it is necessary to prepare a specification of works, obtain competitive tenders, serve relevant notices on Lessees informing them of the works and supervising the works) may be charged at up to 10% of the cost of such works (excluding VAT) and in addition to the professional fees of any architect, surveyor, solicitor or other appropriate person in the administration of a contract for such works, notwithstanding that no such fees are provided for in the Fee Proposal, to the extent only that such fees are authorised in advance or subsequently by the Tribunal.