



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

Case reference : **LON/00AG/LAM/2024/0606**

Property : **40 Grays Inn Road, London WC1X 8LR**

Applicant : **Hector Birchwood (Flat 4)**

Respondent : **CMH Grays Inn Ltd**

Interested Parties : **Christine Erna Franziska Sieger-Millinson (Flat 1 – commercial tenant)**
Chris Walsh (Flat 2)
Genevieve Lewis (Flat 3)

Type of application : **Appointment of Manager**

Proposed Manager : **Mr James Thornton BSc (Hons) MA
CEng MICE MCIQB MTPI**

Tribunal : **Judge Nicol**
Mr S Mason FRICS

Date and venue of Hearing : **2nd July 2025**
10 Alfred Place, London WC1E 7LR

Date of order : **2nd July 2025**

DECISION

The Tribunal appoints Mr James Thornton BSc (Hons) MA CEng MICE MCIQB MTPI as the manager of the subject property from 1st August 2025 until 31st March 2028 on the terms of the order attached to this decision.

Reasons

1. The subject property is a 6-storey mid-terrace building containing 3 residential flats above commercial premises on the basement, ground and first floor levels. The freehold is owned by the Respondent, of which

two of the residential lessees and the commercial lessee are the members. The Applicant is one of the residential lessees and members of the Respondent company.

2. The Applicant applied for a management order under section 24 of the Landlord and Tenant Act 1987 (the “Act”) to appoint Mr Oliver Gyr BSc MBA as the manager of the property. He has since replaced his proposed manager with Mr James Thornton BSc (Hons) MA CEng MICE MCIOB MTPI.
3. The application was initially heard on 23rd April 2025 but the Tribunal decided that it was not ready for final determination and adjourned the hearing on further directions.
4. The Tribunal reconvened on 2nd July 2025. The attendees at the hearing were:
 - (a) The Applicant;
 - (b) Mrs Christine Sieger-Millinson, the commercial tenant;
 - (c) Mr Max Millington, counsel for Ms Genevieve Lewis, lessee of Flat 3; and
 - (d) Mr Thornton, the proposed manager.
5. The documents before the Tribunal originally consisted of a bundle of 589 pages from the Applicant. By the time of the adjourned hearing, the parties had also filed the following:
 - (a) Mr Thornton provided a statement with his qualifications, history as a Tribunal-appointed manager, a management plan and details of his professional indemnity insurance;
 - (b) He also provided a draft management order based on the draft annexed to the Tribunal’s Appointment of Manager Practice Statement, attached to which was the standard schedule of fees from Hurford Salvi Carr Property Management Ltd, the firm he works with as a consultant and would use to support him in his role as Manager;
 - (c) A loose collection of documents from Mrs Sieger-Millinson:
 - i. A statement from Ms Ralitsa Tsvetkova, Mrs Sieger-Millinson’s proposed alternative manager;
 - ii. Ms Tsvetkova’s Management Plan;
 - iii. Ms Tsvetkova’s Schedule of Fees;
 - iv. Ms Tsvetkova’s CV;
 - v. Google reviews of Hurford Salvi Carr and of Ms Tsvetkova’s firm, EKOR;
 - vi. Email dated 7th April 2025 from Mr Chris Walsh, extolling the virtues of EKOR.
6. At the hearing, Mrs Sieger-Millinson said she had put aside her alternative proposal of Ms Tsvetkova because the other 3 lessees supported Mr Thornton’s appointment and she thought it “silly” to dissent. She still has reservations about Mr Thornton but has had a good chat with him and is prepared to give him her support. In the circumstances, the Tribunal welcomes this as sensible and practical. The

lessees have been in dispute for many years, to the detriment of all of them, and any co-operation marks progress.

7. The Tribunal's adjournment decision made it clear that, subject to any further compelling argument, the Tribunal accepted the need to appoint a manager. All lessees are now in agreement that this should happen.
8. The Manager is the Tribunal's appointee, answerable only to the Tribunal, not to the parties, and so the Tribunal needs to satisfy itself that the proposed manager is suitable as its appointee. Mr Thornton explained his position and answered the Tribunal's questions. The Tribunal took into account the above-mentioned documents he provided and is satisfied that he is a suitable appointee.
9. The Tribunal's Management Order, based on the Tribunal's template, is attached. The Applicant and Mr Thornton had submitted drafts which included terms seeking to address some of the Applicant's concerns:
 - (a) Paragraph 5 of the Applicant's draft sought to list the Respondent's failures of management. This is not necessary. The purpose of the Management Order is to tell the Manager what he can and should do, not to judge the previous management regime.
 - (b) Paragraph 6 sought to require various steps of routine management or matters listed elsewhere in the Management Order. Again, this is unnecessary.
 - (c) Mrs Sieger-Millinson's lease contains some specific provisions which had been aimed at ensuring certain remedial works were carried out in the first few years of the term and limited the amount she would be liable for in service charges as a result. This issue was litigated and the Tribunal gave some guidance in a decision issued on 8th February 2019. The Applicant sought terms in the Management Order to "set aside" or "override" Mrs Sieger-Millinson's lease so that this issue could also be set aside. However, while the Tribunal does have the power to give the Manager the ability to do some things which the lease would not otherwise allow (see the next sub-paragraph), it would be inappropriate to use that power to increase Mrs Sieger-Millinson's liability from that imposed by her lease. The Tribunal concluded that the costs of only a few items of possible works were capped and so Mrs Sieger-Millinson's special lease terms do not appear to have a large effect on any liability she may have but, if that continues to be disputed, it is not for the Tribunal to make a decision on it. The Tribunal urged Mrs Sieger-Millinson to, at the very least, pay what she believes she owes. If she continues to dispute any balance, she also runs the risk of having to pay interest and costs if she withholds it and is then found to owe it.
 - (d) Mrs Sieger-Millinson's lease also limits the amount payable in interim or advance service charges at clause 1(1) and has no provision for a reserve/sinking fund which could limit the Manager's cash flow and, therefore, hinder his work. The Tribunal's template already has terms allowing the Manager to recover advance service charges and run a sinking fund and these have been incorporated into the Tribunal's Management Order at paragraph 24.

- (e) The draft management order also contained provisions allowing the Manager to impose an arbitration on Mrs Sieger-Millinson to determine any remaining dispute about her service charges but the Tribunal is not satisfied that this would be appropriate, not least because entering into mediation should be a consensual matter. Of course, the Tribunal would still encourage the parties to use alternative dispute resolution, such as mediation or arbitration, to settle any disputes.
10. Mr Thornton originally thought to seek a two-year term but extended it to 31st March 2028 so that the end coincides with the end of a service charge year for the property. The Tribunal accepts that this is sensible.

Name: Judge Nicol

Date: 2nd July 2025

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).