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| A black and white logo  Description automatically generated |  | FIRST-TIER TRIBUNAL**PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)** |
| **Case Reference** | **:** | CHI/00HE/LAM/2024/0007 |
| **Property** | **:** | Jace Court, Priory Road, St Austell, Cornwall, PL25 5FL |
| **Applicant** | **:** | Laura Grace FordAnd other leaseholders |
| **Representative** | **:** | Laura Grace Ford |
| **Respondent** | **:** | Sedgemoor Campus Ltd |
|  **Representative** | **:** | The Fountayne Group Ltd |
| **Type of Application** | **:** | Appointment of a Tribunal Appointed Manager. |
| **Proposed Manager** | **:** | Mr Nicholas Seaton-Burridge |
| **Tribunal Member(s)** | **:** | Mr W H Gater FRICS (Chair)Mr M Woodrow MRICS |
| **Date of Decision** | **:** | 15 July 2025 |

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# **DECISION**

**Landlord and Tenant Act 1987**

The Tribunal determines that in accordance with section 24(1) Landlord and Tenant Act 1987 Mr Nicholas Seaton-Burridge ('the Manager') is appointed as manager of the property at Jace Court, Priory Road, St Austell, Cornwall, PL25 5FL ("the Property').

The Tribunal orders under section 20C of the 1985 Act that none of the costs incurred by the Landlord in connection with these proceedings shall be treated as relevant costs for the purpose of any future service charge demand. Further, an order is made under paragraph 5A to schedule 11 of the Commonhold and Leasehold Reform Act 2002 that no administration charge in relation to these proceedings may be levied.

The Tribunal orders under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 that the Respondent reimburse the Applicant fees paid to the Tribunal in respect of the Application.

**REASONS**

**The Application**

1. By an application dated 25 June 2024, the Applicant applied to the First-tier Tribunal (Property Chamber) (“the Tribunal”), under section 24 of the Landlord and Tenant Act 1987 (“the Act”) for the appointment, by the Tribunal, of a Manager of the Property (“the AOM Application”).
2. The Tribunal President’s Practice Statement on Appointment of Manager Applications states, “The power to appoint a manager under Part II of the 1987 Act is a power which will be exercised by a Tribunal in order to resolve a problem in the management of a property. This will either be because the Tribunal is satisfied that any of the specific circumstances under section 24(2) of the Act apply and that it is just and convenient to make the order or that in accordance with section 24(2)(b) that other circumstances exist which make it just and convenient for the order to be made.”
3. The Tribunal went on to consider an application to appoint Mr Paul Kearton as Manager and in the circumstances, having heard the evidence, declined to appoint him.
4. The Applicants were granted eight weeks from the date of that decision to propose another manager. An application dated 25 February 2025 was made within that period, for the appointment of Mr Nicholas Seaton-Burridge as Manager.
5. This decision therefore relates to the question of whether Mr Seaton-Burridge should be appointed, the Tribunal having already determined that the case for the appointment of a manager under the Act was made out.
6. The originating application also seeks an Order under section 20C of the Landlord and Tenant Act 1985 preventing the Landlord from recovering the whole or part of the costs of these proceedings by way of a future service charge demand, together with an application under Paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 to reduce or extinguish any administration charge in respect of litigation costs which may be payable under the lease. The Tribunal determined that the S20C and Para 5A applications made in a simultaneous Section 27A application were be deemed to be included in the application to appoint a manager.
7. The Applicants are Laura Grace Ford [Flat 26], who represented the leaseholders and the following: -

Neil Batchelor Flat 21

Dawn and David Harris Flat 28

Sally and Ian Lewis Flat 7

Amy Jacob and Joe Baker Flat 24

Michelle Rendell Flat 20

Samuel Grose Flat 33

Jessica Buscombe Flat 14

Diane Davies Collins Flat 32

Chris and Pauline Buscombe Flat 2

Sharon le Cheminant Flat 3

Derry Robertson Flat 22

Dawn and Brian Bunce Flat 16

Andrea Mansell and Philip Templeton Flat 11

The Estate of the late Angela Stokes Flat 31

Chloe Duckett Flat 19

Sarah Gray Flat 25

Anna Minear Flat 12

Brian Blatchford Flat 23

Patrick Dobie Flat 27

Jacob Kirk Flat 13

Daniel Walters Flat 4

Georgina Ashby Flat 8

Judith Esterhuizen Flat 15

1. The Respondent to the Application is Sedgemoor Campus Limited, being the freeholder Landlord of the building containing the flats.
2. The Tribunal reinspected the exterior and common parts of Jace Court on 12 June 2025 in the presence of Applicants Miss Ford, Mr Lewis and the proposed Manager Mr Seaton Burridge. No evidence was taken during the inspection save for factual information which assisted the Tribunal in carrying out the inspection.
3. The Hearing was held immediately after the inspection at Truro Magistrates Court and in addition to those present on the inspection, two more Applicants, Mr and Mrs Bunce, attended. The Respondent was neither present nor represented.

**The Subject Property**

1. Jace Court is a block of apartments close to the centre of St Austell in Cornwall. It is attached to Nya Court, a similar group of flats which together originally formed part of a former college building.
2. The building Jace Court is arranged mainly on three stories and is built with brick walls under a slate mansard roof, believed to be finished in felt.

1. Whilst Jace Court and Nya Court are attached, these applications relate only to Jace Court.
2. There are 31 flats in Jace Court, 25 of which are said to be members of the Residents Association.

**The Lease**

1. The Tribunal was provided with a copy of the lease of Flat 26, Jace Court, dated 4 December 2018. The parties to the Lease are the Landlord, Sedgemoor Campus Ltd and the Tenant at that time Alexander Mathew Penn.
2. The Lease was granted for a term of 125 years from 4 December 2018.
3. Clause 5 of the Lease obliges the Landlord to observe and perform the Landlord’s covenants, inter alia, to insure, maintain and keep in good and substantial repair and condition, the structure of the building, the common parts, pipes drains and cabling, boundary walls and fences and all other parts not included in the demised flat.
4. Clause 5 of the Lease also sets out provisions for a service charge by which the Landlord may recover the cost of complying with Clause 5.
5. Clause 4 (4) of the Lease requires the Tenant to pay the Interim Charge and the Service Charge as defined in the Fifth Schedule.
6. The Fifth Schedule sets out the definitions appropriate to the service charge mechanism and provisions for payment by the Tenant. The Schedule requires the Landlord to certify service charge expenditure within three months of the end of an accounting period, with provision for the Tenant to inspect the receipts and vouchers relating to the Total Expenditure, within one month of certification.

**The Hearing**

1. The hearing was held at Truro Magistrates Court on 12 June 2025.

**The Applicants’ case.**

1. The Tribunal first heard from the Applicant Miss Ford who set out an update of circumstances since the hearing in December 2025.
2. She pointed out that nothing had changed since the Tribunal’s determination and that all directions and orders had been ignored by the Respondents. The situation regarding bills had got worse. It was now urgent to appoint a manager.
3. Miss Ford stated that, following the last hearing the residents had looked at other potential managers and found Belmont Property Management. (Belmont). After discussions with that firm the Residents Association had unanimously voted to seek the appointment of a manager from Belmont. The Residents Association (The Association) represents 25 of the 31 flats in Jace Court. Belmont proposed Mr Nicholas Seaton-Burridge from that firm and he agreed to put himself forward.
4. In preparation for the application, Mr Seaton-Burridge prepared a management plan with which the Association was very satisfied. The plan was submitted to the Tribunal.
5. The Tribunal next heard from Mr Seaton-Burridge regarding the proposed plan.
6. He said that the timing of stages was subject to the cooperation of the Landlord and compliance with requirements. It does not bode well that the Respondent had not engaged in proceedings.
7. He said that the priority was to address Health and Safety matters such as fire precautions.
8. Insurance of the block presented difficulties due to the apparent flying freehold with the adjoining Nya Court and the Respondent would need to cooperate to effect this properly.
9. Balancing the Service Charge was a big challenge involving a lot of money to pay, including the gas and electricity bills. He said that it would be prudent to set up a Right to Manage Company to establish a legal entity. The Association is not such an entity.
10. The Tribunal went through the Management Plan with Mr Seaton-Burridge and noted the following.
11. Fire Safety would be addressed on appointment and, subject to available funds, the initial steps outlined could easily be addressed within one month. Miss Ford said that all members of the Association were each willing and able to pay £1,000 immediately to put the scheme into funds.
12. Key maintenance issues relating to a roof inspection, a drainage survey and addressing lighting issues were straightforward and would be dealt with within one month.
13. The plan provided for other maintenance including removal of dumped items from site within one month and the production of a 5-year plan to include budget costings.
14. Quotes would be obtained for internal and external redecoration and for cleaning carpets.
15. Under the heading Safety and Security, the plan would check for gas and electricity compliance certificates, carry out a health and safety survey and address the door entry system.
16. Service Charges and Accounts work would include reconciliation of accounts and budgets and the opening of a bank account. Miss Ford suggested that it would be convenient if any Order made was dated to end on 23rd June of a year as the Service Charge year runs from 24th of that month.
17. The Lease would be checked in detail on appointment but from an initial overview Mr Seaton-Burridge considered that it was adequate for his purposes.
18. Provision is made in the plan for communication and the difficulty in obtaining a response from the Respondents was highlighted at the hearing. All leaseholders at Jace Court would be contacted. The Association was also in touch with 11 residents at Nya Court, which does not have a Residents Association.
19. The plan lists professional third parties to be consulted including surveyors, accountants and lawyers.
20. Gas and Electricity suppliers would be contacted to rectify billing issues.
21. Finally, there is provision for a review of existing contractor contracts and to arrange for suitable contractors for all roles.
22. The Tribunal noted that the Management Plan contained details of the services provided by Belmont Property Management together with annexed details of complaints procedure and GDPR arrangements.

**The Proposed Manager**

1. In the Directions of 15 August 2024, the Tribunal directed that the Proposed Manager be provided with a copy of the Tribunal Practice Statement and Draft Order relating to the Appointment of Managers and that the Proposed Manager must attend the final hearing. The Proposed Manager was also required to confirm that he agrees to be nominated, and address matters contained in the Practice Statement and submit a draft management plan.
2. The Proposed Manager, Mr Nicholas Seaton-Burridge has supplied the following documents:-
	1. A written proposal dated 19 February 2025
	2. A management plan with a tabulated appendix setting out proposed actions and timelines.
	3. A copy of the disputes procedure for Belmont Property
	4. A privacy notice under GDPR for that firm.
3. His fees in acting would be £325 +vat per flat plus 10% of the total cost of Section 20 works plus vat. This would be conditional on Belmont using in house contractors and subject to scale.
4. At the hearing the Tribunal noted that the fee structure for the proposed manager was not complete in terms of a menu of charges for additional work as envisaged in the RICS Code. At the request of the Tribunal Mr Seaton-Burridge has since provided further information.
5. In evidence Mr Seaton-Burridge stated that he has 40 years’ experience in all aspects of property management and that he continues to be responsible for a portfolio of some 800 units of properties within Belmont. 90 % of those are residential.
6. He is experienced in the role of Tribunal Appointed Manager having been appointed as manager on The Old Foundry Rose Liskeard. On questioning it was later established that this was in Roseland. This was an old building converted from a former foundry. The parties were all at odds with each other.
7. Mr Seaton-Burridge confirmed that he has no conflict of interest and that he understood that he would be an officer of the Tribunal and would act independently of the parties.
8. In answer to questions by the Tribunal he stated that Belmont is regulated by the Property Institute and that he would be compliant with their requirements which are similar to the RICS.
9. Mr Seaton-Burridge is familiar with the RICS Residential Management Code and would comply with its requirements. Clients’ money would be held in bonded trust accounts.
10. With regard to his experience and qualifications it was true to say that whilst he had 40 years’ experience in property, his involvement in residential management spanned the last 14-21 years. He is a retired Chartered Surveyor and although the application refers to him being an FRICS he is no longer entitled to use that post nominal following retirement from the Institution.
11. Questioned on insurance he said that the preferred route would be to insure Jace Court and Nya Court together and apportion the premium. His difficulty was in not being able to sign a contract for such items.
12. He considered that the proposed 2-year appointment would be sufficient.
13. Asked if he understood the challenges of the role he confirmed that he did.
14. If no response or support came from the Respondents he would start from scratch to establish management.
15. Legal fees have not been provided for in the Management plan.
16. Questioned on initial funding he said that £1,000 from 31 residents plus £16,000 in the first six months service charge would be sufficient to proceed with the exception of roof replacement costs. The outstanding gas and electricity bills could be readily addressed provided the Respondents cooperate.

**The Respondents case**

1. The Respondents have failed to engage with the Tribunal, or the Applicant and no submissions have been forthcoming.

**Discussion and determination**

**The Proposed Manager**

1. The Tribunal has considered in detail the evidence submitted by Mr Seaton-Burridge and his replies to questions at the hearing.
2. The Tribunal finds that he demonstrates an understanding of the issues to be addressed at Jace Court and has experience as a Tribunal Appointed Manager. Whilst he is no longer entitled to the FRICS postnominal he has many years’ experience as such and does undertake to comply with the RICS Code and the Property Institute regulations.
3. There was concern at the hearing regarding his understanding of the powers of a Tribunal Appointed Manger to sign contracts and it is part of the role that such a manager is empowered to do so in the interests of good management.
4. Notwithstanding this, having regard to the urgency of the issues extant and the lack of engagement by the Respondent, the Tribunal is satisfied that it would be in the interests of justice to appoint Mr Seaton-Burridge.
5. **In accordance with section 24(1) Landlord and Tenant Act 1987 Mr Nicholas Seaton-Burridge ('the Manager') is appointed as manager of the property at Jace Court Priory Road, St Austell, Cornwall, PL25 5FL ("the Property').**
6. Attached to this decision is an Order which sets out the terms of the appointment.
7. The Applicant has helpfully provided a draft Management Order in anticipation of the appointment. This does duplicate some standard duties within the normal ambit and discretion of a Manager. In addition, it requires the Respondent Landlord to make a capital contribution to costs before it is established what funds will be transferred. The Tribunal declines to adopt these and other changes where it would not be just to do so. The Manager has sufficient powers to address such matters within the ambit of the wider order.

**The Section 20C and Paragraph 5A applications**

1. The Applicant having been successful in respect of this Application the Tribunal determines that an Order be made under section 20C of the Landlord and Tenant Act 1985, and para 5A to schedule 11 of the Commonhold and Leasehold Reform Act 2002 preventing the Landlord from recovering under the Lease any costs incurred in connection with these proceedings by way of any future service charge or administration charge demand. This order is made notwithstanding the fact that no such costs appear to have been incurred, the Landlord not having responded to the Application.

**The Applicant’s fees**

1. For the same reasons, the Tribunal orders under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 that the Respondent reimburse the Applicant the fees paid by them to the Tribunal in respect of the Applications within 28 days of the date of this decision.

**Right to appeal**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional Office, which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 day time limit, that person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

Annex: The relevant statute law

Landlord and Tenant Act 1985

Section 20C provides that

1. a tenant may make an application for an order that all or any of the costs incurred or to be incurred by the Landlord in connection with proceedings before the First-tier Tribunal are not to be regarded as relevant costs to be taken into account when determining the amount of service charge payable by the tenant or any other person or persons specified in the application.

………………….

(4) the tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

Landlord and Tenant Act 1987

21 Tenant’s right to apply to [tribunal] for appointment of manager.

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

(2) Subject to subsection (3), this Part applies to premises consisting of the whole or part of a building if the building or part contains two or more flats.

(3) This Part does not apply to any such premises at a time when—

 (a) the interest of the Landlord in the premises is held by

(i) an exempt Landlord or a resident Landlord, or

(ii) the Welsh Ministers in their new towns residuary capacity, or

 (b) the premises are included within the functional land of any charity.

(3A) But this Part is not prevented from applying to any premises because the interest of the Landlord in the premises is held by a resident Landlord if at least one-half of the flats contained in the premises are held on long leases which are not tenancies to which Part 2 of the Landlord and Tenant Act 1954 (c. 56) applies.

(4) An application for an order under section 24 may be made—

 (a) jointly by tenants of two or more flats if they are each entitled to make such an application by virtue of this section, and

 (b) in respect of two or more premises to which this Part applies;

and, in relation to any such joint application as is mentioned in paragraph (a), references in this Part to a single tenant shall be construed accordingly.

(5) Where the tenancy of a flat contained in any such premises is held by joint tenants, an application for an order under section 24 in respect of those premises may be made by any one or more of those tenants.

(6) An application to the court for it to exercise in relation to any premises any jurisdiction to appoint a receiver or manager shall not be made by a tenant (in his capacity as such) in any circumstances in which an application could be made by him for an order under section 24 appointing a manager to act in relation to those premises.

(7) References in this Part to a tenant do not include references to a tenant under a tenancy to which Part II of the Landlord and Tenant Act 1954 applies.

(8) For the purposes of this Part, “appropriate tribunal” means—

 (a) in relation to premises in England, the First-tier Tribunal or, where determined by or under Tribunal Procedure Rules, the Upper Tribunal; and

 (b) in relation to premises in Wales, a leasehold valuation tribunal.

22 Preliminary notice by tenant.

(1) Before an application for an order under section 24 is made in respect of any premises to which this Part applies by a tenant of a flat contained in those premises, a notice under this section must (subject to subsection (3)) be served by the tenant on—

 (i) the Landlord, and

 (ii) any person (other than the Landlord) by whom obligations relating to the management of the premises or any part of them are owed to the tenant under his tenancy.

(2) A notice under this section must—

 (a) specify the tenant’s name, the address of his flat and an address in England and Wales (which may be the address of his flat) at which any person on whom the notice is served may serve notices, including notices in proceedings, on him in connection with this Part;

 (b) state that the tenant intends to make an application for an order under section 24 to be made by the appropriate tribunal in respect of such premises to which this Part applies as are specified in the notice, but (if paragraph (d) is applicable) that he will not do so if the requirement specified in pursuance of that paragraph is complied with;

 (c) specify the grounds on which the tribunal would be asked to make such an order and the matters that would be relied on by the tenant for the purpose of establishing those grounds;

 (d) where those matters are capable of being remedied by any person on whom the notice is served, require him, within such reasonable period as is specified in the notice, to take such steps for the purpose of remedying them as are so specified; and

 (e) contain such information (if any) as the Secretary of State may by regulations prescribe.

(3) The appropriate tribunal may (whether on the hearing of an application for an order under section 24 or not) by order dispense with the requirement to serve a notice under this section on a person in a case where it is satisfied that it would not be reasonably practicable to serve such a notice on the person, but the tribunal may, when doing so, direct that such other notices are served, or such other steps are taken, as it thinks fit.

(4) In a case where—

 (a) a notice under this section has been served on the Landlord, and

 (b) his interest in the premises specified in pursuance of subsection (2)(b) is subject to a mortgage,

the Landlord shall, as soon as is reasonably practicable after receiving the notice, serve on the mortgagee a copy of the notice.

23 Application to court for appointment of manager.

(1) No application for an order under section 24 shall be made to the appropriate tribunal unless—

 (a) in a case where a notice has been served under section 22, either—

 (i) the period specified in pursuance of paragraph (d) of subsection (2) of that section has expired without the person required to take steps in pursuance of that paragraph having taken them, or

 (ii) that paragraph was not applicable in the circumstances of the case; or

 (b) in a case where the requirement to serve such a notice has been dispensed with by an order under subsection (3) of that section, either—

 (i) any notices required to be served, and any other steps required to be taken, by virtue of the order have been served or (as the case may be) taken, or

 (ii) no direction was given by the tribunal when making the order.

(2) . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

24 Appointment of manager by 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 the order in all the circumstances of the case;

 (aba) where the tribunal is satisfied—

 (i) that unreasonable variable administration charges have been made, or are proposed or likely to be made, 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.

(2ZA) In this section “relevant person” means a person—

 (a) on whom a notice has been served under section 22, or

 (b) been dispensed with by an order under subsection (3) of that section.

(2A) For the purposes of subsection (2)(ab) a service charge shall be taken to be unreasonable—

 (a) if the amount is unreasonable having regard to the items for which it is payable,

 (b) if the items for which it is payable are of an unnecessarily high standard, or

 (c) if the items for which it is payable are of an insufficient standard with the result that additional service charges are or may be incurred.

In that provision and this subsection “service charge” means a service charge within the meaning of section 18(1) of the Landlord and Tenant Act 1985, other than one excluded from that section by section 27 of that Act (rent of dwelling registered and not entered as variable).

(2B) In subsection (2)(aba) “variable administration charge” has the meaning given by paragraph 1 of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.

(3) The premises in respect of which an order is made under this section may, if the tribunal] thinks fit, be either more or less extensive than the premises specified in the application on which the order is made.

(4) An order under this section may make provision with respect to—

 (a) such matters relating to the exercise by the manager of his functions under the order, and

 (b) such incidental or ancillary matters,

as the tribunal thinks fit; and, on any subsequent application made for the purpose by the manager, the tribunal may give him directions with respect to any such matters.

(5) Without prejudice to the generality of subsection (4), an order under this section may provide—

 (a) for rights and liabilities arising under contracts to which the manager is not a party to become rights and liabilities of the manager;

 (b) for the manager to be entitled to prosecute claims in respect of causes of action (whether contractual or tortious) accruing before or after the date of his appointment;

 (c) for remuneration to be paid to the manager by any relevant person, or by the tenants of the premises in respect of which the order is made or by all or any of those persons;

 (d) for the manager’s functions to be exercisable by him (subject to subsection (9)) either during a specified period or without limit of time.

(6) Any such order may be granted subject to such conditions as the tribunal thinks fit, and in particular its operation may be suspended on terms fixed by the tribunal.

(7) In a case where an application for an order under this section was preceded by the service of a notice under section 22, the tribunal may, if it thinks fit, make such an order notwithstanding—

 (a) that any period specified in the notice in pursuance of subsection (2)(d) of that section was not a reasonable period, or

 (b) that the notice failed in any other respect to comply with any requirement contained in subsection (2) of that section or in any regulations applying to the notice under section 54(3).

(8) The Land Charges Act 1972 and 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.

(9) The appropriate tribunal may, on the application of any person interested, vary or discharge (whether conditionally or unconditionally) an order made under this section; and if the order has been protected by an entry registered under the Land Charges Act 1972 or the Land Registration Act 2002, the tribunal may by order direct that the entry shall be cancelled.

(9A) The tribunal shall not vary or discharge an order under subsection (9) on the application of any relevant person unless it is satisfied—

 (a) that the variation or discharge of the order will not result in a recurrence of the circumstances which led to the order being made, and

 (b) that it is just and convenient in all the circumstances of the case to vary or discharge the order.

(10) An order made under this section shall not be discharged by the appropriate tribunal by reason only that, by virtue of section 21(3), the premises in respect of which the order was made have ceased to be premises to which this Part applies.

(11) References in this Part to the management of any premises include references to the repair, maintenance, improvement or insurance of those premises.