



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

Case reference : **LON/00AG/LAM/2025/0010**

Property : **147-155 Arlington Road, London NW1
7ET**

Applicant : **Carmelina Perrini**

Representative : **I/P**

Respondent : **147-155 Arlington Road Management
Company Limited**

Representative : **Ms Julia Mcmillan (director)**

Type of application : **Appointment of a manager**

Tribunal members : **Judge Tagliavini
Mr Kevin Ridgeway MRICS**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of hearing : **21 & 22 August 2025**
Date of decision : **10 September 2025**

DECISION

Decisions of the tribunal

- (1) The application to appoint Mr Rodney Belgrave as manager of **147-155 Arlington Road, London NW1 7ET** is refused.
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The application

1. This is an application pursuant to s.24 of the Landlord and Tenant Act 1987 seeking to appoint Mr Rodney Belgrave as manager of the subject property at **147-155 Arlington Road, London NW1 7ET ('the Property')**.

The background

2. The applicant is the long lessee of the basement flat pursuant to a lease dated 10 July 1998 and deed of variation in the Property that comprises a lateral conversion of three Georgian mid-terraced houses converted into nine flats. Despite having relied on a surveyor's condition report when the applicant purchased the property, Ms Perrini seemed unaware of damp problems that became evident not long after her purchase.
3. The respondent is a resident-led management Company that has managed the property for over 25 years. The leaseholder members of the respondent company unanimously oppose the appointment of a manager and the appointment of Mr Rodney Belgrave in particular.
4. The applicant served s.22 Notice was served on the respondent dated (1) 8 December 2023 and (2) 31 January 2025 alleging:

1. The landlord is in breach of obligations owed to the tenants under the lease (failure to maintain and repair and demand service charges in accordance with the lease);

2. The landlord has made/proposed unreasonable service charges;

3. The landlord is in breach of the Code of Practice approved by the Secretary of State under Section 87, Leasehold Reform, Housing and Urban Development Act 1993.

4. Demanding unreasonable service charges;

5. Failed to obtain an insurance policy that included 'escape of water.'

6. That other circumstances exist which make it just and convenient to appoint a manager.

5. The applicant asserted the Property had been mismanaged and neglected since she had purchased it in February 2022 and that it had not been maintained by the respondent. The respondent denied the allegations made by the applicant and asserted the appointment of a manager was both unnecessary and costly

The hearing

6. A face to face hearing was held on 21 & 22 August 2025 at which the applicant represented herself and the respondent was represented by Ms Julia Macmillan a director of the respondent company. The tribunal was provided with a 352 page digital bundle as well as skeleton arguments from both parties. The applicant sought to rely on the reports from John Dunne; Colin Gould (loss adjuster) and Timberwise Damp Reports (2016 – pre-dating the applicant’s leasehold interest).
7. In addition, the tribunal heard from Mr John Ward of Insight Property Consultancy Limited who spoke to his witness statement dated 27/07/2025 detailing the alleged unauthorised sub-letting and breaches of the lease. The tribunal was also provided with witness statements from a number of other leaseholders who opposed the application.

The tribunal’s decision .

8. Having read the documents provided and heard the oral evidence of Mr Ward and Mr Belgrave as well as from the respondent, the tribunal finds the respondent had breached the terms of the applicant’s lease as alleged in the s.22 Notice in that:
 - (i) The respondent has failed to carry out works of repair to remedy the water penetration/lack of or failure of the DPC to the basement flat.
 - (ii) The respondent has made demands for payment of service charges at incorrect intervals in breach of the requirements set in the Fifth Schedule.

The tribunal also determines that:

- (ii) Mr Rodney Belgrave is insufficiently qualified or experienced to be appointed manager of the subject Property.

Reasons for the tribunal’s decision

9. In reaching its decision the tribunal had regard to s. 24(2) of the Landlord and Tenant Act 1987, the relevant parts of which state:

(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

10. The tribunal finds there has been water ingress both from the flat above into the Property and a failing of the DPC. This has resulted in a number of substantial successful claims being made by the applicant on the Property's insurance with the monies being paid directly to her. Currently, works to the DPC are required in order to render the flat inhabitable.

11. The tribunal finds the leases requires the landlord to:

5.5.1 To maintain and keep in good and substantial repair and condition:

5.5.1.1 the main structure of the Building ,including (without prejudice to the generality thereof) the principal internal timbers and the exterior walls and the foundations and the roof thereof with its main water tanks main drains gutters and rain water pipes (other than those included in this demise or in the demise of any other flat in the Building)

...

5.5.11 To insure and keep insured the Building (unless such insurance shall be vitiated by an act or default of the Lessee...) against loss or damage by fire explosion storm tempest earthquake and such other risks (if any) as the

Lessor shall necessarily think fit in some insurance office of repute...

12. The tribunal finds that although the respondent has obtained its own quotes for doing the necessary work, it has failed to instigate those works by following (if required), the s.20 Landlord and Tenant Act 1985 consultation requirements and sending all leaseholders a demand for the appropriate contribution in accordance with terms of the lease. The tribunal finds the respondent has significantly delayed in meeting its repairing obligations. The tribunal finds the applicant has not assisted in the process of getting works done by failing to provide the respondent with details of the insurance claims she has made or details of the significant sums she has been paid in addition to failing to provide access as required by the respondent.
13. Although, the respondent has allowed the lessee of Flat 5 to sublet this flat without the appropriate authority having been obtained, the tribunal finds this omission has been or is in the process of being remedied.
14. The tribunal finds the respondent has failed to serve service charge demands on the applicant in accordance with the terms of the Fifth Schedule of the lease. The respondent accepted that monthly requests to lessees as the majority had agreed this was an acceptable way of making the required payments were made, instead of the six monthly required by the lease.
15. The tribunal finds Ms Mcmillan has not 'sub-let' her flat by sharing it occasionally with a paying guest.
16. The tribunal finds that the applicant's previous claims on the insurance policy has led to an increase in the premium. However, this should not necessarily preclude the respondent from obtaining comprehensive cover albeit at an increased cost in accordance with the insurance obligation at clause 5.5.11 if the respondent reasonably considers it fitting to do so.
17. Having found the respondent has breached a number of terms of the lease, the tribunal considered whether it is just and convenient in all the circumstances to appoint a manager. The tribunal took into account the views of the other leaseholders who provided witness statements and who expressed their view that they were happy with the management of the property. The tribunal also took into account the assertions of Ms Mcmillan that permission to sublet Flat 5 had now been sought and given and that changes to the demands for payment of service charges would be made for those that required it.

18. However, the tribunal was mindful of the impasse that has been created between the applicant and the respondent over the need to reinstate the flat to a habitable condition (including works to the DPC. Unfortunately, this impasse has led to a complete breakdown in the relationship between the parties and which an objective third party i.e. a manager would be expected to be able to resolve.
19. The tribunal also took into account the lack of respondent's awareness of its obligation to carry out the works and seek the appropriate contributions from all leaseholders and not just 'bargain' with the applicant by offering to pay a certain contribution to these works. Consequently, on balance the tribunal determined it would be just and convenient to appoint a manager in order to ensure the necessary works were carried out and demands for service charges were made to the applicant in accordance with the lease

The proposed manager

20. The tribunal carefully considered the oral evidence put forward by the proposed manager Mr Rodney Belgrave. However, the tribunal determined that Mr Belgrave is an unsuitable person to be appointed by the tribunal.
21. The tribunal finds Mr Belgrave lacks the necessary qualifications for this role. The tribunal was also concerned that Mr Belgrave had sought to mislead the tribunal as he admitted that he had no TPI (The Property Institute) qualifications, despite initially asserting he had; lacks experience having only having been a managing agent; was unaware of the duties and obligations of the manager and had not looked at the tribunal's Draft Management Order template; had not seen a copy of the lease before his inspection; had not drawn up a management plan for the Property and had failed to provide both a witness statement and a Draft Management Order to the tribunal (the latter having been drafted by the applicant).
22. In conclusion the tribunal finds although the respondent has breached certain terms of the lease and that it is just and convenient to appoint a manager it declines to appoint Mr Belgrave. Therefore, the application is refused.

Name: Judge Tagliavini

Date: 10 September 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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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).