FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AW/LVM/2024/0606**
Property	**:**	**121 Beaufort Street, SW3 6BS**
Applicant	**:**	**Janet Larsen (flat C)**
Respondents	**:**	**121 Beaufort Street RTM Company Limited** **G&S Becker Holdings Pty Ltd (flat A)** **Patrick Sean Hanagan (flat B)**
Type of application	**:**	**Appointment of Manager**
Tribunal	**:**	**Judge Martyński** **Mr D Jagger MRICS**
Present at hearing	**:**	**Ms Larsen** **Ms Edmonds (Counsel for Ms Larsen)** **Mr Hanagan (via video)** **Mr Cobrin (proposed Manager)**
Date of hearing	**:**	**5 September 2025**
Date of decision	**:**	**17 September 2025**

DECISION

Decision summary

1. The Management Order dated 29 November 2021 is varied as follows;
   (a) It is extended until 30 September 2028
   (b) Mr Peter Cobrin BSc (Econ) Hons ATPI FRSA is substituted as Manager in place of Ms Wieczkowski as from 29 September 2025
   (c) In line with the up-to-date version of the tribunal's standard Management Order attached.

Background

2. The subject building is a semi-detached house with garden flat (Flat A), raised ground floor (Flat B), first and second floor (Flat C). The Applicant is the owner of Flat C. The freehold interest in the building is held by Orchidbase Limited.

3. The front door to the building at raised ground level opens to a hallway and from that there are front doors to the flats at raised ground and the upper flat. The garden flat has its own front door at the side of the building. The rear garden is owned by the garden flat. The front garden area appears to be communal.

4. By order dated 29 November 2021 (made by consent between the parties), the tribunal appointed Anna Wieczkowski of Brackenbury Property Management as Manager for a period of three years from 29 November 2021. The order provided that, if an application for an extension to the order was made prior to the order's expiry, the order would continue until the determination of that application.

5. In 2023, Mr Hanagan and G & S Becker Holdings made an application to the tribunal to vary the Management Order to replace Ms Wieczkowski with Orchidbase (the owner of the freehold interest) as Manager. This application was withdrawn in September 2023.

6. The current application was received by the tribunal on 26 November 2024. The tribunal's previous order, made in in 2021, therefore remained in effect throughout these proceedings.

7. The current application sought to:-
   - Extend the period of the order
   - Substitute Peter Cobrin of Westbury Residential Limited as the Manager
   - Extend the provisions of the Manager Order

8. Directions were given on the application on 31 December 2025. Those directions provided for the Applicant to serve details of the application and proposed Manager's details, experience and plan to the Respondent and all interested parties. The directions provided that responses to the application were to be filed by 28 February 2025.

9. As well as the three leaseholders and the RTM Company, the Applicant confirmed that the existing Manager and Orchidbase had been informed of the proceedings.

10. Ms Susan Becker (of G & S Becker Holdings) and Mr Hanagan filed objections to the application.

11. On 20 June 2025, further directions were given taking this matter to a final hearing.

The parties' respective cases and evidence

Ms Larsen

12. In her first witness statement dated 12 August 2025, Ms Larsen set out why, in her view, the management of the building should not revert to the RTM company or to Orchidbase. As to the RTM company, Ms Larsen stated that the directors (herself, Mr Hanagan and Ms Becker) had a history of conflict. As to Orchidbase, the RTM was acquired originally because of its management failures. Further, Orchidbase had taken no part in the proceedings regarding the appointment of a Manager and had shown no desire to take back management.

13. Ms Larsen's statement then moves on to the problems experienced with the current Manager's firm, Brackenburys. She states;

> While Brackenbury have faced difficulties, these have largely been caused by the obstructive conduct of Mr Hanagan and Ms Becker. For example:
> Refusal to allow connection of common parts electricity, halting fire alarm installation
> Threatening contractors to the point they could not proceed with works
> Ongoing non-compliance with lease obligations (e.g., Airbnb letting)
> Withholding service charge contributions

14. As to the RTM Company instructing its own managing agent (as opposed to Manager), Ms Larsen objected that this would continue to give the RTM control.

15. In conclusion, Ms Larsen stated that in the absence of a further Manager being appointed, the building would fall into disrepair, past patterns of financial irregularity would continue, the management would revert to a 'do nothing' approach and lease obligations would not be enforced.

16. Finally, Ms Larsen set out a list of the "*ways in which Brackenbury have failed in their FTT appointed management of 121 Beaufort Street*" as follows;

    - No accounts for major works in 2022
    - Not collected full service charges
    - Fire and safety installations incomplete after 3 years
    - No functional door security system
    - Inadequate supervision of works (landlord's electrical supply)
    - Long delays in responding to emails, Brackenbury partners only working part-time
    - Insufficient monitoring of cleaning and maintenance
    - No AGMs have been organised

The proposed Manager, Mr Cobrin of Westbury Residential Limited

17. Mr Cobrin submitted a Management Plan (dated 21 January 2025) for the subject property. In that plan he set out some of his experience. That

experience included experience of property management and being involved in Manager applications but not, at that time, of being actually appointed a Manager by the tribunal in any other cases.

18. The plan goes on to record a conversation with the current Manager, Ms Wieczkowski from which; "*it is abundantly clear from all the papers, that at the heart of this application is the complete failure of relationships between leaseholders and therefore within the RTM which have impacted on several areas*".

19. Mr Cobrin then set out an Action Plan to address issues at the building.

20. It is clear from the management plan that Mr Cobrin had visited the site.

21. Mr Cobrin's suggested fees are £4,000 plus VAT per annum, to be adjusted annually in line with RPI plus 12% of the costs of any major works with a schedule of fees for other tasks and personnel.

Mr Hanagan

22. In his response to the initial directions, Mr Hanagan stated; "*The majority of the RTM directors now approve of Orchidbase, the Freeholder, as managers/agents to put matters beyond doubt, they have agreed to this*."

23. In response to the further directions given by the tribunal, Mr Hanagan made further submissions, in those submissions he commented that Mr Cobrin, the proposed Manager, was said to be managing six other properties. Of those properties, five were 'blocks' and only one was a similar property, that being a terraced house converted into flats.

24. As to the existing Manager's company (Brackenbury), Mr Hanagan stated that they were '*exceedingly difficult to work with*' and that they did not respond to emails in an appropriate manner. He also commented; '*They added unnecessary costs and did not attend to major issues*.'

25. Mr Hanagan noted that he and Ms Becker had proposed local agents (TLC Property Management) who had come with recommendations but that this idea had been vetoed by the Applicant.

Ms Becker

26. In her response to the initial directions, Ms Becker commented as follows;

> Since August 2024 we have been endeavouring to reach an agreement with Ms Larsen regarding a new Managing Agent being very dissatisfied with Brackenbury. We had proposed a local well respected agency, – TLC Estate Agents and full details of their proposal were sent to each director for consideration.
>
> I am concerned that yet another Managing Agent via yet another solicitor is now proposed by Ms Larsen without any consultation with her fellow directors.
>
> Brackenbury who were Ms Larsen's agents of choice in 2021 have not been satisfactory, emails ignored, incorrect service charges made.

Nothing done about addressing the horrendous problem of the pigeons fouling walkways and gates despite emails about this, etc, etc.

My choice now would be to appoint the freeholder's agent as it is obvious that the 121 Beaufort Street RTM Company will not be able to work effectively.

27. In her response to the further directions, Ms Becker filed a Statement of Case formally opposing the appointment of Mr Cobrin as Manager and supporting a return of management to the Freeholder. Ms Becker made the following points;

I have read the preamble from Mr Cobrin of Westbury Residential Limited and without reference to either of the two other lessees his proposal has shown quite a bias in believing whatever he has been fed with no attempt at ascertaining any facts and proposing some quite draconian rules. This sounds neither impartial nor fair and this would be yet another ongoing problem.
Unfortunately, all the fears expressed at that time came true. Brackenbury were a disaster for a small property of three flats in a Victorian semi detached building. They exhibited no people skills or property management knowledge. Any question they did not know the answer to was "we would have to seek legal advice". They never did.

The following issues were just some of the problems regarding the Management by Brackenbury.
1. Brackenbury showed no interest in meeting with the leaseholders other than Ms Larsen at any stage or in delivering a good and efficient service. Emails were often not even replied to, and when a response was chased showed great arrogance and rudeness to the leaseholders.

2. My Service Charges have been incorrect from the first. It seems that there was no reference to our leases. I paid the first year's charges with goodwill but deducted costs from the following years' charges after pointing out the mistakes many times and expecting them to be revised. Brackenbury kept on charging me for areas that were not common to my leaseholding, but Internal and external areas common to Flats 121B and 121C to which I do not even have a key, let alone access to. The only solution was to deduct these erroneous costs after asking many times for a reassessment and showing evidence according to the lease.

3. Nothing has been done regarding the terrible pigeon fouling of the walkway to my flat despite many emails over 3.5 years. This is a daily occurrence. It was impossible to open the front door without walking in it, or open the gate to the side entrance and walk down the stairs. The letter box and front door are also targets.

I have personally paid to have this cleaned at least twice a week for all that time, nothing was done by Brackenbury and this has resulted in costing me an excellent tenant of almost two years standing who could no longer cope with the filth and was concerned for her family's health (March 28th 2025).

The newly painted façade and window cills (since the S20 major works building renovation in 2022) are damaged in many places where the guano has eaten into the paintwork. There is a dead pigeon stuck on the front of the building up high. It has been there for over 18 months.

28. Ms Becker went on to complain about some work for landlord's electricity installation. There was a s.20 tender exercise and the work was given to a

company known to and approved by Ms Becker (Rafael Miranda of BR Electrical). However, Ms Becker alleged that the work only commenced some nine months later, was done by a different workman who left the work in the foyer to the building incomplete and an eyesore.

29. Ms Becker concluded by noting that the leaseholders could take care of many of the normal “housingkeeping” issues without a fuss.

Evidence at the hearing

Ms Larsen

30. Ms Larsen lives in the top floor of the building. One of her main issues regarding the management of the building is that, over the years, she has had a number of leaks from the roof. She has faced problems in persuading her fellow leaseholders that the roof is a shared responsibility, not just her problem.

31. Ms Larsen felt that she was constantly blocked by the other two leaseholders when it came to the management of the building and that the management of the RTM company was accordingly dysfunctional. She said that it had got to the stage where the other two leaseholders were making decisions without informing her. Further, Ms Larsen felt that her fellow leaseholders were trying to cherry pick what service charges they wanted to pay.

32. As an example of the problems, Ms Larsen pointed to the electrical installation in the communal hallway at raised ground floor level. The work to provide a landlord’s supply was not finished properly and looked unsightly. Ms Larsen blamed Mr Hanagan for chasing away the electrician.

33. Ms Larsen felt that the only way forward was for the appointment of a Manager so that the building could be managed without conflict and by someone who had no personal interest. Furthermore, the current Manager did not want to continue with the appointment.

34. Involving the freeholder in the management of the building was not a realistic option. One of the reasons for the formation of the RTM was the fact that there had been a previous dispute taken to the tribunal regarding service charges at the building.

35. As to the work that now had to be done, Ms Larsen gave the following list;

- The fire and safety in the shared hallway; a smoke alarm needed to be installed to run off communal electricity.
- An upgraded intercom system needs to be installed with door lock. The current system does not work properly and is a safety issue.
- General maintenance; there is a continuing issue with the decorative balustrade to which there is no structural solution. The only way of dealing with it is to cut through a hatch to clean the gulley.
- Lobby cleaning

- Front courtyard needs to be cleaned
- Gate to side of building, that is locked and there are some communal water pipes there to which Ms Larsen cannot get access
- The building's accounts needed to be sorted out

Mr Hanagan

36. Mr Hanagan lives in the building on the raised ground floor.

37. Mr Hanagan was opposed to the appointment of Mr Cobrin, or any Manager.

38. As to management of the building by the RTM Company, Mr Hanagan did not feel there was a problem. The building is very straightforward, the only internal common part of the building is the hall inside the main front door which is shared with Ms Larsen. In the alternative, Mr Hanagan thought the management of the building could revert to the freeholder, or in the further alternative, the leaseholders could appoint a local firm of managing agents.

39. As to the relationship between the leaseholders, Mr Hanagan said that they had always shared information. He went to say that, every time he or Ms Becker recommended people, Ms Larsen would not speak to them or communicate with himself and Ms Becker.

40. As to the RTM accounts, Mr Hanagan said that he and Ms Becker found that Ms Larsen had a company cheque book, the money in the account had been frozen and Ms Larsen had not made sufficient contribution.

41. Mr Hanagan's take on the issue of the landlord's electrical installation in the hallway was that the workman just disappeared. He did not chase him away.

42. We have to note that Mr Hanagan's evidence to the tribunal was unfocussed and accordingly difficult to follow at times.

G&S Becker Holdings Pty Ltd

43. No-one representing the interest of G&S Becker Holdings Pty Ltd attended the hearing. The tribunal informed the parties present that, in preparing for the hearing, it had come to the tribunal's attention that the garden floor flat owned by Becker Holdings was for sale. The other parties present confirmed that this was their understanding as well.

44. There was a dispute between Ms Larsen and Mr Hanagan as to the occupation of the flat owned by the company. There was no dispute that Ms Becker lived in Australia. Ms Larsen alleged that the flat was let on short term AirBnB lets (in breach of the lease terms). Mr Hanagan disputed this saying that the Beckers stayed in the property when they were in London and that it was occasionally occupied by friends and family of theirs.

Mr Cobrin

45. Mr Cobrin outlined his experience to the tribunal. He told us that, across his parent company they had 19 tribunal appointed Managers.

46. As to his personal experience of being a Manager, Mr Cobrin was appointed by the tribunal in February of this year in respect of a property in Clapham, consisting of two flats and a coffee shop. This appointment had been uncontested.

47. Mr Cobrin felt that the main issue with the building is the relationships between the leaseholders. He had spoken to the current Manager in depth and felt that she had struggled to deal with those relationships. Mr Cobrin thought that the current Manager had done a reasonable job of the recording of relevant information and accounts and so handover should be relatively easy.

48. From his inspection of the building, Mr Cobrin had concerns that the lobby area on the raised ground floor needed fire safety work which was urgent.

49. Mr Cobrin was clear that he was primarily answerable to the tribunal, not the leaseholders.

50. On the question of the term of the appointment, Mr Cobrin said that he would want an appointment of three years and would consider adjusting his fees if things were running smoothly after the initial year.

Findings and decision

51. Clearly the current Manager appointment is not working. First and foremost, the current Manager does not wish to continue with the appointment. The important work of the landlord's electrical supply in the shared lobby area has not gone well. Because of the fire safety issues, Mr Cobrin was of the opinion that there is a need to keep the lobby area 'sterile'. This may involve delicate management. Ms Larsen is of the view that, as Mr Hanagan's flat opens directly on to that area (Ms Larsen's front door opens on to that area but it leads onto stairs up to her flat, rather that the main body of the flat itself) and he is in the habit of keeping his front door open, this area becomes an extension of his flat - Mr Hanagan vigorously disputes this.

52. Having the management revert to the freeholder is not an option. The freeholder has played no part in these proceedings and has shown no active interest in taking over management, nor has it taken any part in the RTM company. In any event, it is the RTM which has the management responsibilities for the building. In order for the freeholder to manage, it would have to be specifically appointed by the RTM company to manage the building.

53. As to the RTM company, Ms Larsen would say that it is dysfunctional, hence the need for the appointment of a Manager. The fact that Mr Hanagan and Ms Becker may effectively outvote Ms Larsen when it comes to management decisions is not necessarily an indication that the RTM company is dysfunctional. One leaseholder being outvoted by a majority of the other leaseholders is simply a result of the democratic nature of an RTM Company.

54. However, we consider that there are other indications that the RTM Company with its current members is not likely to be able to manage the building effectively. For example, there is an issue with the company's bank account and the arrangements as to access to that account. The recent events surrounding the installation of a landlord's electrical supply show that there has been difficulty in effectively carrying out work at the building which would not be resolved with the RTM managing. Further, we are concerned that there may be fire safety issues with the lobby area that may not be properly addressed with the RTM in control. Added to this is the animosity between Ms Larsen and the other leaseholders that has built up over the years.

55. As to the appointment of a Managing Agent rather than a Manager, again, the fact that Ms Larsen may be outvoted by the other leaseholders on such an appointment is a function of the democratic process. However, in such a small building with two out of the three leaseholders in occupation and the other leaseholder (Ms Becker) staying in the building when she is in the country, there is a high likelihood of the agent getting conflicting instructions even if the appointment is made by a majority decision of the RTM Company. A managing agent would not have the power to ignore and, where necessary, override the wishes of leaseholders.

56. Further, we have some concerns regarding the roof. We have seen exchanges from 2020 between the parties that suggest that Mr Hanagan and Ms Becker have not fully appreciated that the repair and maintenance of the roof is the landlord's responsibility (and so the RTM's), not Ms Larsen's personal responsibility.

57. Finally, the parties agreed the appointment of Ms Wieczkowski as Manager in 2021. It must follow therefore that the parties would have considered that circumstances at that time must have been such that it was just and convenient for a Manager to be appointed. There is nothing to indicate that the fundamental problems of management at the building have improved since that time.

The statutory criteria

58. It is effectively Mr Hanagan's and Ms Becker's position that the existing Management order be discharged. S.24(9A) of the Landlord and Tenant Act 1987 provides that a tribunal shall only vary or discharge a Management order if that would not result in a recurrence of the circumstances which led to the order being made. Those circumstances were that the RTM company was not managing the building effectively. We

are therefore satisfied that a discharge of the Management order is not appropriate given that such discharge (based on what we have said earlier in this decision), more likely than not, would result in a recurrence of circumstances which led to the order made in 2021. To discharge the order, we would also have to find that it was just and convenient to do so. Again, in the light of what we have said above, it would be neither just nor convenient.

59. We consider that the Management order made in 2021 should be varied so that it is extended for a period of three years and with the appointment of Mr Cobrin in place of Ms Wieczkowski. From Mr Cobrin's written submissions and his oral evidence, it is clear that he has taken some time and care to engage with the building and the issues there. He has produced a management plan and has a reasonable chance of being able to manage the building effectively. We therefore consider that it is just and convenient to vary the Management order to this effect.

60. We further consider that the order should be extended for a further period of three years. We have chosen this time frame given the longstanding history of dispute at the building. Mr Cobrin will need time to engage with the leaseholders and find a way of working with all of them.