



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

Case Reference	: HAV/43UH/LRM/2025/0600
Property	: Greenview Court, Village Way, Ashford, Surrey TW15 2HY
Applicant	: Greenview Court RTM Company Limited
Representative	: Mr Philip Bazin – The Leasehold Advice Centre
Respondent	: Assehold Limited
Representative	: n/a
Type of Application	: Determination of entitlement to acquire the (No Fault) Right to Manage under s.84(3) of the Commonhold and Leasehold Reform Act 2002
Tribunal Member(s)	: Judge D Gethin
Date type and venue of Hearing	: On the papers
Date of Decision	: 1 September 2025

DECISION

Summary of the Decisions of the Tribunal

1. The Tribunal determines that the Applicant was entitled on the relevant date to acquire the right to manage Greenview Court, Village Way, Ashford, Surrey TW15 2HY.

The Application

2. The Tribunal received an application from the Applicant's representative, The Leasehold Advice Centre ("TLAC"), dated 13 December 2024 under section 84(3) of the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") for a decision that, on the relevant date, the Applicant RTM company was entitled to acquire the Right to Manage in relation to the Property (pp. 13-21).
3. The Application was accompanied by the Applicant's Statement of Case and Further Particulars dated 13 December 2024 (pp. 22-29). Exhibits to this document are located within the Bundle of Documents (184 pages) provided by the Applicant.
4. By a claim notice dated 13 September 2024, TLAC gave notice in the prescribed form that the Applicant intended to acquire the Right to Manage the Property on 27 January 2025 (pp. 86-92). That was served on the Respondent by way of 1st class post under cover of a letter dated 16 September 2024 sent to 3 separate addresses (pp. 81-85). Para. 5 of the Applicant's Statement of Case states it was also sent c/o Mr Gurvits and Scott Cohen Solicitors (p. 24) but that is not evidenced.
5. Scott Cohen Solicitors, ("Scott Cohen"), responded to the claim notice by an email dated 23 September 2024 to TLAC, confirming that it was instructed by the Respondent and requesting six listed items as "*further information*" to enable it to make a full assessment of the claim (p. 96).
6. TLAC wrote to Scott Cohen on 30 September 2024. Although it denied that the relevant legislation entitled the Respondent to raise queries or seek further documentation it provided the information sought (pp. 97-137).
7. By counter notice dated 22 October 2024, Scott Cohen disputed the claim alleging that the Applicant has failed to establish compliance with sections 79(6), 78(2), 78(3), 78(1) and 79(2) of the Act (pp. 138-140).
8. The Tribunal has identified a single issue to be decided namely whether on the date on which the notice of claim was given, the Applicant was entitled to acquire the Right to Manage the Property specified in the notice.
9. Directions were issued on 14 April 2025 (pp. 1-6). Those Directions indicated a preliminary opinion that the application was likely to be suitable for determination on the papers. There have been no objections to this approach.

10. A response to the application dated 9 May 2025 was served on behalf of the Respondent by Scott Cohen (pp. 30-44) in which the objections that the Applicant had failed to comply with s.78(1) and 79(2) were withdrawn by the Respondent.
11. There is a brief reply to the Respondent's Statement of Case by way of an email from TLAC dated 16 May 2025 (p. 45).
12. Notice was subsequently received on 20 June 2025 that Scott Cohen was no longer acting in this case and that Ronni Gurvits of Eagerstates Limited, the Respondent's agent, would act on behalf of the Respondent (pp. 11-12). It is understood that Mr Gurvits has not provided a form of authority confirming that he, or Eagerstates Limited, is acting on behalf of the Respondent.
13. TLAC sent an application dated 20 June 2025 for an order barring the Respondent's participation in the proceedings on the basis that the Respondent had failed to comply with directions, namely to confirm who was its representative in the proceedings. Judge Lumby refused the application on 2 July 2025 on the basis that all correspondence should be sent directly to the Respondent, or to Eagerstates Limited if notice of authority was provided.
14. Further to the Directions of Judge Lumby dated 21 July 2025, the parties were notified that the application would be determined on the papers. The Tribunal has accordingly proceeded by way of a paper determination on the evidence and arguments produced by the parties. This is the decision made following that paper determination.

The Issues in Dispute

15. In the Respondent's Statement of Case, the Respondent withdraws its objections concerning s.78(1) and 79(2) such that the remaining grounds of objection are concerned with ss.79(6), 78(2) and 78(3).
16. The bases on which the Respondent contends that the Company is not entitled to acquire the Right to Manage are set out in further detail. Those bases, and therefore the matters for determination by the Tribunal are as follows:
 - a. that there has been a failure to serve a copy of the claim notice on all required persons as per section 79(6), namely that the Applicant failed to serve Metropolitan Housing Trust Limited ("MHT"), an intermediate landlord of 7 Greenview Court. In light of the Supreme Court decision in *A1 Properties (Sunderland) v Tudor Studios RTM Co Ltd* [2024] UKSC 27, Scott Cohen on behalf of the Respondent had written to MHT to enquire whether they wished to be joined in the proceedings but had received no response;

- b. that the notices inviting participation omitted to include the names of all landlords by failing to include MHT, in breach of the requirements of sections 78(2)(d) and 78(3).

The Relevant Facts

17. The premises comprise a block of 10 self-contained flats, together with the common parts. There are 14 owners in total, whether sole or joint, of the 10 flats.
18. The Applicant, Greenview Court RTM Company Limited (“the Company”), was incorporated on 13 May 2024. There were 10 Members of the Company from that date, including joint members for Flats 5 and 9.
19. The 10 Members of the Company, all stated to be qualifying tenants, are listed in the Claim Notice. Between them, they owned 8 of the 10 flats. There were 4 owners in total of the other 2 flats.
20. The articles of association of the Company (“the Articles of Association”) adopt the model form prescribed by the RTM Companies (Model Articles) Regulations 2009 (“the Articles Regulations”).
21. The particular premises defined in the Articles of Association of the Company are recorded as being “*the premises known as the building or part of a building known as Greenview Court, Village Way, Ashford TW15 2HY together with any appurtenant property (if any)*”. It is not in dispute that the Claim Notice informing the Respondent of its claim to acquire the Right to Manage correctly identified the Premises, i.e. Greenview Court, Village Way, Ashford, Surrey TW15 2HY.
22. The Applicant understood that Flat 3 was in the process of being or having been sold. It is not in dispute that at the time of the Notice of Invitation to Participate (“NIP”), the owners of Flats 3 and 7 were not Members of the Company and so the following parties were served:
 - a. ‘*Mark Hodgson and Martina Hodgson (Or The Qualifying Leaseholder If Different)*’ at Flat 3 and, in the alternative, ‘*Glen Cameron MacMahon and Louise Jane MacMahon (Or The Qualifying Leaseholder If Different)*’ at Flat 3 and also to Mr & Mrs MacMahon at 14 Fairholme Road, Ashford, Surrey TW15 2LH, and also to ‘*The Leaseholder*’ at Flat 3; and
 - b. ‘*Brett Annear and Chloe Louisa Sondh (Or The Qualifying Leaseholder If Different)*’ at Flat 7.
23. It is not in dispute that all of the qualifying tenants, insofar as they were qualifying tenants on the relevant date, were given the NIP dated 30 July 2024 by way of 1st class post sent on 31 July 2024 (pp. 49-81).
24. It is not in dispute that all of the qualifying tenants, insofar as they were qualifying tenants on the relevant date, were given the Claim Notice

dated 13 September 2024 by way of email sent at 4:02pm on 17 September 2024 (pp. 93-94).

25. It is not in dispute that MHT, as the intermediate landlord of Flat 7 is not a qualifying tenant in accordance with s.75(6).
26. It is not in dispute that MHT, as a landlord of lease of any part of the premises, was not given a copy of the Claim Notice at the same time as the Respondent. It is not in dispute that TLAC later gave a copy of the Claim Notice to MHT under cover of a letter dated 30 October 2024 (p. 95), or that Scott Cohen made enquiries of MHT by email on 7 May 2025 (p. 44) as to whether MHT wished to be joined to the proceedings. In neither case did MHT respond.

The Law

27. The statutory scheme is set out in sections 71 to 94 inclusive of the 2002 Act. The relevant parts of that scheme for the purpose of this application are those which set out the key general provisions and those upon which the Respondent has based its objections, namely 78(2), 78(3) and 79(6).
28. Section 71 provides that a Right to Manage company may acquire the right to manage premises. Section 72(1) defines premises as needing to consist of “a self- contained building or part of a building, with or without appurtenant property”. The premises must contain two or more flats held by qualifying tenants. Section 73(2) provides that a Right to Manage Company is a private company limited by guarantee whose Memorandum of Association states that its object, or one of them, is the acquisition and exercise of the right to manage premises.
29. Section 74(1) provides that qualifying tenants, and from the date on which it acquires the right to manage any landlord under a lease of the whole or any part of the premises, are entitled to be members of the Right to Manage company.
30. Section 78(1) requires that the NIP is to be served on all qualifying tenants who are not members of the Right to Manage company and have not agreed to become members of the company. A qualifying tenant is one who holds a long lease. The following clause, section 78(2) sets out the information to be provided. Section 78(3) requires the NIP to comply with such requirements (if any) about the form of the NIP as prescribed by regulations.
31. The relevant parts of Section 79 similarly provide that the claim notice:
 - a. may not be given unless each person required to be given a NIP has been given such a notice at least 14 days before – s.79(2);
 - b. must be given by an RTM company which complies with subsection (4) and (5) [which relate to the membership of the RTM company] – s.79(3);
 - c. must be served on the landlord under a lease of the whole or part

of the premises, any third party to such a lease, and any manager appointed under Part 2 of the Landlord and Tenant Act 1987, unless such person(s) cannot be found or their identity cannot be ascertained – s.79(6)-(7); and

- d. the claim notice must be given to every qualifying tenant of a flat – s.79(8).

32. Article 1(1) of the Right to Manage (Prescribed Particulars and Forms) (England) Regulations 2010 (“the Forms Regulations”) comprises a list of defined expressions, including a definition of “the Premises” as meaning the “name and address”. The term “name and address” is contained in square brackets in the Regulations, indicating the need to insert the relevant actual address in the Articles of the specific Right to Manage company and so define the premises in relation to which the Right to Manage Company is intended to be such a company.
33. There has been a significant quantity of decisions variously of the First-tier Tribunal (Property Chamber), the Upper Tribunal (Lands Chamber), the Court of Appeal and the Supreme Court in respect of disputed claims for the right to manage, involving what has been described as “*trench warfare*”.
34. The Applicant relies on four First-tier Tribunal decisions in the Bundle which all involve TLAC and Scott Cohen as the respective parties’ representatives. These merit careful consideration by this Tribunal but they are not binding upon it and in any event relate to the particular factual matrix before the First-tier Tribunal on each given occasion. In any event, there is no need to make specific reference to any in light of the authority below.
35. The only decision relied upon by the Respondent is the decision of the Supreme Court in *A1 Properties (Sunderland) Ltd v Tudor Studios RTM Company Ltd* [2024] UKSC 27 (“*A1 Properties*”), a case concerning the failure of an RTM Company to serve an intermediate landlord with the claim notice and the approach to be taken generally in dealing with notices which contain defects.
36. I refer to and apply, insofar as relevant, the authorities relied upon by the Applicant and the Respondent below.

The Tribunal’s Decision and Reasons

37. Having considered the Supreme Court’s decision in *A1 Properties*, I am satisfied that the correct approach is to evaluate whether a procedural failure has the effect of invalidating the process of the transfer of the right to manage.
38. In doing so, regard should be had for (a) the purpose served by the statutory requirement, and (b) the specific facts of the case. In deciding whether a relevant party has been deprived of a significant opportunity to have their opposition to the making of an order to transfer the right to manage considered, regard should be had for the substantive force of the

objections they could have raised and would have wished to raise, as well as to whether they have actually had the opportunity to have their objections considered in spite of the procedural defect.

39. Whilst the Supreme Court in *A1 Properties* held that the result in the case of *Elim Court RTM Co Ltd v Avon Freeholders Ltd* [2017] EWCA Civ 89 (“*Elim Court*”) was correct, it also decided that the approach of the Court of Appeal should not be endorsed in full.
40. The current factual matrix is closer to *A1 Properties* than *Elim Court*, in that the Applicant failed to give a claim notice to MHT at the same time as the other parties required to be given such a notice under s.79(6).
41. That failure was remedied on 30 October 2024 insofar as the Claim Notice was sent to MHT, albeit by that time the dates specified for a counter notice and commencement of management could not be complied with.
42. Such a failure would only render the transfer of the right to manage voidable not void.
43. I have therefore considered whether the transfer of the right to manage should be lost and I have decided that it should not for the following reasons:
 - a. s.79(6) does not exclude the possibility that the claim notice be given at a later date, and as such the breach could be remedied at any time up to the date of the Tribunal’s determination insofar as it relates to a recipient, such as an intermediate landlord, which is not important in the statutory scheme;
 - b. upon the failure being brought to TLAC’s attention, MHT was given the Claim Notice under cover of a letter dated 30 October 2024, less than 6 weeks after the notice was given to the Respondent and the qualifying tenants;
 - c. MHT has neither responded to the letter from TLAC, nor to the email from Scott Cohen sent on 7 May 2025;
 - d. neither MHT nor the Respondent has asserted that it has been caused any prejudice or that any injustice would arise from allowing the transfer of the right to manage;
 - e. even had MHT raised objections, those objections were unlikely to prevent the Applicant from exercising the (no fault) right to manage; and
 - f. MHT and the Respondent will be entitled to be a member of the Company under s.74(1)(b).
44. Although the Respondent referred to *A1 Properties* as authority for the consequences of the Applicant’s failure to comply with s.79(6), I consider that the same approach should be followed when considering the Applicant’s failure to comply with ss. 78(2)(d) and 78(3) in respect of paragraph 4 of the NIP, namely the failure to include the name of MHT as landlord of an intermediate lease of Flat 7.

45. I find that the failure to do so again renders the transfer of the right to manage voidable. I have decided that the transfer of the right to manage should not be lost for the following reasons:
- a. MHT only has control of a part of the Property to the extent that it is the landlord of Flat 7 and not of any of the common parts;
 - b. there is no evidence that MHT has any power of management for the Property;
 - c. there is no relationship between MHT and any of the other qualifying tenants in the Property;
 - d. neither MHT nor the Respondent has asserted that it has been caused any prejudice or that any injustice would arise from allowing the transfer of the right to manage; and
 - e. MHT and the Respondent will be entitled to be a member of the Company under s.74(1)(b).

Conclusion

46. For the reasons given above, the Tribunal is satisfied that the Applicant was entitled to acquire the right to manage the Property on the relevant date.

RIGHTS OF 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. Where possible you should send your further application for permission to appeal by email to **rpsouthern@justice.gov.uk** as this will enable the First-tier Tribunal to deal with it more efficiently.
3. If the person wishing to appeal does not comply with the 28-day time limit, the 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.