



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

Case reference	:	LON/00BJ/LAM/2025/0014
Property	:	Yvon House, 140 Battersea Park Road, London SW11 4GA
Applicants	:	(1) Mr Robert Juxon (2) Mr Edward Birkett(1) & (2) Jointly
Representative		I/P
Respondents		(1) Battersea Park Investments Limited (2) SO Apartments (No 1) Ltd (3) Garnet 2 UK New Ltd (4) Springmount Investments Limited (5) Notting Hill Genesis Limited
Representatives	:	(1) N/A (2) N/A (3) N/A (4) N/A (5) Mr Elvin Oware (Property Manager)
Type of application	:	s.24 of the Landlord and Tenant Act 1987 – Appointment of Manager
Tribunal members	:	Judge Tagliavini Mr Kevin Ridgeway MRICS
Date of hearing Date of decision	:	29 September 2025 29 October 2025 (amended 7 November 2025 – r.50 of the Tribunal Procedure (first-tier Tribunal) (Property Chamber) Rules 2013

DECISION AND ORDER

The tribunal's decision

- (1) The tribunal appoints Mr Simon P Wainwright BSc (Hons) FRICS as the manager for the premises at **Yvon House, 140 Battersea Park Road, London SW11 4GA** in accordance with the terms of the Order attached to this decision.
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The application

1. This is an application made pursuant to s.24 of the Landlord and Tenant Act 1987 seeking the appointment of a manager for the premises known as **Yvon House, 140 Battersea Park Road, London SW11 4GA** ('the property') in place of the current Manager, the second respondent SO Apartments (No.1) Limited.

Background

2. The subject property comprises a mixed-use building with 75 residential flats one of which is retained by the first respondent; an Aparthotel; a private car park (leased by an individual under an underlease dated 29 September 2026; a commercial unit on the ground floor (part of which is currently used as a creche) and a shared car park with defined car parking spaces. The applicants are the long leaseholders of flat 57 and flat 71 respectively. The first respondent is the freeholder. The second respondent is the current property manager and is a party to 54 private residential leases and the 2 commercial headleases. The Manager is not a party to the fifth respondent's headlease granted by the freeholder but manages their properties on its behalf. The third respondent is the head lessor of the hotel on the development. The fourth respondent is the head lessor of 3 flats in addition to the commercial space currently used as a creche as well as a number of spaces in the car park. The fifth respondent is a Housing Association an underlessee for 18 Flats which are in turn let on shared ownership sub-leases.
3. On 26 February 2025 the applicants served a s.22 Notice on the first and second respondents, setting out the grounds for the appointment of a manager. No objections to the proposed appointment of a manager were received from the first, second or any of the other respondents. In their Statement of Case the applicant asserted that:

The Applicants' case is that the property has been mismanaged by the current manager, with the key issues being the existing Manager's failure to properly apportion the service charges, unreasonably high service charge items (in particular, management charges), and failure to appoint staff with relevant qualifications and experience.

4. The applicants asserted that it is just and convenient for the Tribunal to appoint the proposed manager, Mr Simon P Wainwright BSc (Hons) FRICS to manage

not only the residential parts of the development but for the Order to include the Whole of the development including the commercial parts.

5. In support of the application the applicants also stated in their Statement of Claim that:

In August 2023, residential tenants of Yvon House made a Section 27A application to the Tribunal for a determination on the reasonableness of the service charges demanded by the Manager. That application culminated in a Decision from the Tribunal on 23 February 2025. In advance of the Hearing, the residential tenants secured major benefits, including the agreement of the Manager to fairly apportion the Buildings Insurance for the Development. Previously, the residential tenants were paying an unfairly high proportion, subsidising the commercial tenants.

On 23 February 2025, the Tribunal issued its Decision, a copy of which is presented in Exhibit 5. The Tribunal Decision found that the residential tenants were paying an unfairly high proportion of the total service charges, that some services were not delivered to an adequate standard, and that the charges for various service charge items were unreasonably high. In the opinion of the applicants, the Tribunal's Decision is clear evidence to support the grounds for the appointment of a Manager as set out in the application.

Of most critical importance is the fact that the Tribunal identified a significant undercharging to the commercial elements of the development vis a vis the residential, offering clear directions as to the apportionments that should have applied both historically and going forward. The current Manager appears unable or unwilling to apply this judgement leaving no clear resolution to the issues identified by the court. A court appointed manager would be critical to have the role and legal powers to properly apply the judgement of the court, in particular with respect to the apportionment between residential and commercial elements.

The hearing

6. An oral hearing of the application was held on 29 September 2025 at which the applicants represented themselves. On the first respondent was represented by Mr Oware who informed the tribunal he was there as more of an observer and to take notes rather than play any substantive role in the hearing.
7. Although none of the respondents objected to the appointment of a manager there was some objection to the precise terms of any appointment. This included objections made by the second respondent in a letter dated 25 September 2025 in which it was denied that service charge accounts had not been provided to leaseholders. The second respondent however accepted reapportionment of service charges had not been undertaken in accordance with the tribunal's previous s.27A decision in *LON/00BJ/LSC/2023/0323* and indicated it did not intend to do so. The tribunal was also informed that Ms Karen Millie-James, the sole director of the second respondent company actively indicated she no longer wished to manage the property.

8. The tribunal also received a letter from the first respondent dated 26 September 2025 in which it was stated:

Our client has had sight of the letter dated 25 September 2025 from Mrs Karen Millie-James as the Director of SO Apartments (No.1) Limited (the Manager) in which she alleges monies being outstanding from certain leaseholders including our client with no supporting documentation. Our client wishes to put on record that they have no confidence in the manner in which the Manager has prepared any accounts in relation to the Development and does not agree with the allegation that there is any debt owed to the service charge fund from our client in the sum of £17,007.61 or at all. Our client also confirms that they have had no communication from the Manager or any demands for payment.

9. In addition, in a letter date 25 September 2025 the first respondent stated:

BPIL continues to insure the Development on behalf of the Tenants and the commercial tenants on the Development.

In the circumstances, our client opposes any application to vary the Draft Management Order and allow the Manager to undertake dealing with licences to assign and licences to alter as proposed at paragraph 12.4 in place of BPIL.

As to paragraph 13 of the Applicant's Skeleton, the Applicant seeks to empower the Manager to issue proceedings against leaseholders, and primarily the commercial leaseholders for allegedly "substantial arrears accrued over the past years". BPIL is not aware of what arrears exist and its position has always been that all the service charges collected have been applied by SO Apartments in the management of the Development.

As far as BPIL is aware no reserve fund was maintained by SO Apartments and all the service charge collected from the tenants have been applied towards the provision of services in the past. Any restrictions placed on BPIL to perform its duties under the Lease and with regard to the Development would potentially prejudice the tenants, including the commercial tenants. The management of the commercial units do not fall within the remit of section 24 of the Landlord & Tenant Act 1987

In summary, we request on behalf of BPIL that the duties of the Manager appointed by the Tribunal be limited to those duties as set out in the Lease which are undertaken by SO Apartments and that they should not limit or restrict the right of BPIL as the freeholder and Landlord to act and take any steps required under the terms of the Lease.

10. At the hearing the tribunal was provided with a hearing bundle of 257 digital pages and also heard oral evidence from Mr Wainwright the proposed manager as well as provided with his written statement and Management Plan dated 15 August 2025.
11. During the hearing it became apparent the applicants were very much focused on the retrospective reallocation of service charge percentages and the collection of service charge arrears. In contrast Mr Wainwright told the tribunal he would primarily be concerned with current and future issues in view of the difficulties of reapportionment and the likelihood of 'time-barred' defences being raised in respect of arrears accrued since at least 2016. In any event, he asserted that were powers to address these 'past' issues to be given by the tribunal they would necessarily attract a distinct set of fees and would be likely to require the assistance of a forensic accountant.
12. Mr Wainwright also told the tribunal he was seeking power to invoice individual tenants directly rather than go through the landlord. Further, he would like the power to request an initial sum of £500 from every leaseholder in order to provide a fund for future costs.

The tribunal's reasons

13. In the absence of any responses to the s.22 Notice or objections to the application as well as the tribunal's comprehensive decision in *LON/00BJ/LSC/2023/0323*, the tribunal is satisfied there have been past and continuing breaches of the applicants' lease in connection with the provision of services and the demand for payment of unreasonable service charges.
14. The relevant parts of section 24 of the Landlord and Tenant Act 1987 states:
 - (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;*

...

15. In considering the terms of the Management Order, the tribunal was not persuaded, it was necessary or reasonable for the freeholder's power to grant permissions/assignment of leases to be given to the Manager. Therefore, the tribunal declines to do so.
16. The tribunal considers that the complexity and the inter-linked nature of the Development and the ongoing need to reapportion the percentage of service charges payable by both residential and commercial leaseholders, is likely to leave the commercial units with an increase to their service charge contributions. Therefore, the tribunal considers it is preferable for the Manager to have the power to manage the entirety of the Development and to collect service charges (including insurance) directly from all of the leaseholders (both residential and commercial in their respective reapportioned amounts. This may reduce the need for further potential disputes as to the amount of service charges that are payable.
17. The tribunal, however, reserves its position in respect of ordering the second respondent to recalculate and reissue service charge accounts from 2016 to date, given the likelihood of resistance to such an order. Further, the tribunal considers that if Mr Wainwright is given powers to retrospectively recalculate service charges and collect arrears, this should be subject to a further specific application in which the mechanisms of how this can be achieved can be further scrutinised by the tribunal and the parties concerned.
18. The tribunal considers that in the absence of the collection of a reserve fund, it is prudent to collect an initial sum of £500 from each leaseholder as requested by Mr Wainwright.
19. In conclusion the tribunal appoints Mr Simon P Wainwright as the Manager of **Yvon House, Alexandra Avenue, London SW11 4AG** for a period of 5 years commencing on **1 December 2025** in accordance with terms of the Management Order attached to this decision.

Name: Judge Tagliavini

Date: 29 October 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).

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

Case Reference: LON/00BJ/LAM/2025/0014

Property: Yvon House, Alexandra Avenue,
London SW11 4AG

Applicants: Mr Robert Juxon and the lessees listed in
the Tribunal order dated 24th June 2025

Respondents: (1) Battersea Park Investments Ltd
(2) SO Apartments (No 1) Ltd
(3) Garnet 2 UK New Ltd
(4) Springmount Investments Ltd
(5) Notting Hill Genesis

Tribunal appointed Manager: Simon P Wainwright BSc (Hons) FRICS

Date of Order: 29 October 2025

MANAGEMENT ORDER

Interpretation

1. In this Order:

‘The Property’ means the flats, hotel, car park and other commercial premises known as Yvon House, 140 Battersea Park Road, London SW11 4NY and registered at HM Land Registry under title number LN52585 and shall include the building, outhouses, gardens, amenity space, drives, courtyard, pathways landscaped areas, flower beds, passages, bin-stores, common parts, storage rooms, basements, car park, electricity and power rooms; and all other parts of the property.

‘The Landlord’ shall mean Battersea Park Investments Limited or their successors in title to the reversion immediately expectant upon the Leases.

‘The Tenants’ shall mean the proprietors for the time being of the Leases whether as lessee or under-lessee and "Tenant" shall be construed accordingly.

‘The Leases’ shall mean all leases and/or underleases of flats, hotel, car park and commercial premises in the Property.

‘The Manager’ means Simon P Wainwright BSc (Hons) FRICS

‘The Tribunal’ means the First-tier Tribunal (Property Chamber)

ORDER

2. In accordance with section 24(1) of the Landlord and Tenant Act 1987 (“the Act”) Simon P Wainwright BSc (Hons) FRICS of JPW Property Management Ltd is appointed as Manager of the Property.
3. The Manager’s appointment shall start on **1 December ~~2026~~ 2025** (‘the start date’) and shall end on **30 November ~~2031~~ 2030** (‘the end date’).
4. For the avoidance of doubt this Order supplements but does not displace covenants under the Leases and the Tenants remain bound by them. Where there is a conflict between the provisions of the Order and the Leases, the provisions of the Order take precedence.
5. The purpose of this Management Order is to provide for the management of the Property which includes taking steps to resolve the following problems of inadequate management including:
 - (a) Failure to manage the property in accordance with the terms of the leases.
 - (b) Failure to prepare an accurate and reasonable Service Charge budget, apportionments and to account for service charge monies expended and demanded from leaseholders, and failure to prepare Service Charge Accounts in accordance with the Code of Practice. **This is subject to a further application being made by the Manager with specific proposals as to how this is going to be achieved in respect of service charges pre-dating this Management Order.**
 - (c) Failure to repair maintain and redecorate the property in accordance with the terms of the leases.
 - (d) Failure to ensure statutory compliance with Fire and Health & Safety legislation and best practice.
 - (e) Failure to adequately insure the property.
 - (f) Failure of the Respondent to perform its covenants and functions under the terms of the Leases
6. **Subject to the reapportionment of future service charges in accordance with any reasonable method identified by the tribunal in its decision LON/00BJ/LSC/2023/0323** and in order to address the steps identified in the previous paragraph, the Manager is empowered to:
 - (a) Prepare a Service Charge Budget and demand sums on account from the residential and commercial Tenants.
 - (b) Demand from the Landlord any future shortfall or sums that are irrecoverable from any Tenant of the hotel, car park or commercial premises;

- (c) Review the adequacy of the Reinstatement Cost Assessment for the Building.
 - (d) Arrange for the property to be insured for the usual risks, to recover the premium from the Tenants and to provide adequate certification that the property is insured.
 - (e) Arrange for Fire and Health & Safety Risk Assessments to be undertaken.
 - (f) Within 6 months of the end of each calendar year to prepare service charge accounts and to demand / repay any surplus/deficit from the tenants. Any shortfall from the commercial tenant / premises to be chargeable to the Landlord.
 - (g) Plan for all necessary repairs and maintenance to take place and for the property to be redecorated in accordance with the terms of the Leases.
 - (h) Where not previously provided, demand and receive Service Charge accounts from the Landlord and/or SO Apartments (No 1) Ltd for all periods with which the property was under its/their management and in the event that the Landlord/ SO Apartments (No 1) Ltd fails to provide such accounts within a period of 3 months, to receive all monies demanded and that remain unpaid to the Landlord/ SO Apartments (No 1) Ltd which cannot be accounted for.
 - (i) Take over responsibility for any outstanding insurance claims made on the property insurance.
7. The Manager shall manage the Property in accordance with:
- (a) the terms of this Order and the Directions set out below;
 - (b) the respective obligations of the Landlord and the Tenants under the Leases whereby the Property is demised by the Landlord (save where modified by this Order);
 - (c) the duties of a Manager are set out in the Service Charge Residential Management Code (“the Code”) (3rd Edition) or such other replacement code published by the Royal Institution of Chartered Surveyors (“RICS”) and approved by the Secretary of State pursuant to section 87 Leasehold Reform Housing and Urban Development Act 1993(whether the Manager is a Member of the RICS or not;
and
 - (d) the provisions of sections 18 to 30 of the Landlord and Tenant Act 1985.
8. From the date this Order comes into effect, no other party shall be entitled to exercise a management function in respect of the Property where the same is the responsibility of the Manager under this Order.
9. The tribunal requires the Manager to act fairly and impartially in the performance of their functions under this Order and with the skill, care and

diligence to be reasonably expected of a Manager experienced in carrying out work of a similar scope and complexity to that required for the performance of the said functions.

10. The Manager or any other interested person may apply to vary or discharge this Order pursuant to the provisions of section 24(9) of the Act.
11. The Tribunal may, upon receipt of information or notification of change of circumstances, issue directions to the parties, or any other interested person, concerning the operation of this Order, both during its term, and after its expiry.
12. Any application to extend or renew this Order must be made before the end date, preferably at least three months before that date and supported by a brief report of the management of the Property during the period of the appointment. Where an application for an extension or renewal is made prior to the end date, then the Manager's appointment will continue until that application has been finally determined.
13. The Manager is appointed to take all decisions about the management of the Property necessary to achieve the purposes of this Order. If the Manager is unable to decide what course to take, the Manager may apply to the Tribunal for further directions, in accordance with section 24(4), Landlord and Tenant Act 1987. Circumstances in which a request for such directions may be appropriate include, but are not limited to:

Contracts

- (a) a serious or persistent failure by any party to comply with an obligation imposed by this Order;
 - (b) circumstances where there are insufficient sums held by the Manager to discharge their obligations under this Order and/or for the parties to pay the Manager's remuneration; and
 - (c) where the Manager is in doubt as to the proper construction and meaning of this Order.
14. Rights and liabilities arising under contracts, including any contract of insurance and/or any contract for the provision of any services to the Property, to which the Manager is not a party, but which are relevant to the management of the Property, shall upon the date of appointment become rights and liabilities of the Manager, save that:
 - (a) the Landlord shall indemnify the Manager for any liabilities arising before commencement of this Order; and
 - (b) the Manager has the right to decide, in their absolute discretion, the contracts in respect of which they will assume such rights and liabilities, with such decision to be communicated in writing to the relevant parties within 56 days from the date this order.

15. The Manager may place, supervise and administer contracts and check demands for payment of goods, services and equipment supplied for the benefit of the Property.

Pre-contract enquiries

17. The Manager shall be responsible for responding to pre-contract enquiries regarding the sale of a residential flat at the Property.
18. The Manager may bring or defend any court or tribunal proceedings relating to management of the Property (whether contractual or tortious) and subject to the approval of the Tribunal, may continue to bring or defend proceedings relating to the appointment, after the end of their appointment.
19. Such entitlement includes bringing proceedings in respect of arrears of service charge and rent attributable to any of the Flats, Hotel, Car Park or Commercial Premises in the Property, including, where appropriate, proceedings before this tribunal under section 27A of the Landlord and Tenant Act 1985 and in respect of administration charges under schedule 11 of the Commonhold and Leasehold Reform Act 2002 or under section 168(4) of that Act or before the courts and shall further include any appeal against any decision made in any such proceedings.
20. The Manager may instruct solicitors, counsel, and other professionals in seeking to bring or defend legal proceedings and is entitled to be reimbursed from the service charge account in respect of costs, disbursements or VAT reasonably incurred in doing so during, or after, this appointment. If costs paid from the service charge are subsequently recovered from another party, those costs must be refunded to the service charge account.

Remuneration

21. The Tenants of the residential flats are responsible for payment of the Managers' fees, which are payable under the provisions of this Order but which may be collected under the service charge mechanisms of their Leases and the Tenants of the shared car park and commercial premises are responsible for payment of those fees in the appropriate proportion. The Tenant of the private car parking space is responsible for the payment of the sum charged under the terms of that lease.
23. The sums payable are:
 - (a) an annual fee of £400 per flat for performing the duties set out in paragraph 3.4 of the RICS Code (so far as applicable);
 - (b) an annual fee of £19,760 in the appropriate proportions for the hotel, shared car park and commercial premises for performing the duties set out in paragraph 3.4 of the RICS Code (so far as applicable);

- (c) any additional fees contained in a schedule to this Order for the duties set out in paragraph 3.5 of the RICS Code (so far as applicable); and
 - (d) VAT on the above fees.
 - (e) an annual indexation of the above fees by 4.0% per annum.
24. The Manager shall not collect the ground rents payable under the residential Leases.
25. The Manager shall collect directly from all leaseholders, whether residential or commercial, all service charges and insurance premium contributions payable under the Leases, in accordance with the terms and mechanisms in the Leases.
26. If appropriate:
- whether or not the terms of any Lease so provides, the Manager shall have the authority to:
- (a) demand payments in advance and balancing payments at the end of the accounting year;
 - (b) establish a sinking fund to meet the Landlord's obligations under the Leases;
 - (c) allocate credits of service charge due to Tenants at the end of the accounting year to the sinking fund;
 - (d) alter the accounting year and to collect arrears of service charge and insurance that have accrued before their appointment.
27. The Manager may set, demand and collect a reasonable service charge to be paid by the hotel, car park and commercial Tenants and the Landlord (as if he were a lessee), in respect of any unused premises in part of the Property retained by the Landlord, or let on terms which do not require the payment of a service charge.
28. To ensure that the Manager has adequate funds to manage the Property, the Manager may immediately collect £500.00 from each Tenant and, as the case may be, £500.00 from the Landlord. Any sum demanded by the Manager shall be payable within 28 days.
29. The Manager is entitled to recover through the service charge the reasonable cost and fees of any surveyors, architects, solicitors, counsel, and other professional persons or firms incurred by them whilst carrying out their functions under the Order.

Administration Charges

30. The Manager may recover administration charges from individual Tenants for their costs incurred in collecting ground rent, service charges and insurance which includes the costs of reminder letters, transfer of files to solicitors and

letters before action. Such charges will be subject to legal requirements as set out in schedule 11 of the Commonhold and Leasehold Reform Act 2002. The Details of the fees charged are set out in the Appendix of additional fees.

Disputes

31. In the event of a dispute regarding the payability of any sum payable under this Order by the lessees, additional to those under the Leases (including as to the remuneration payable to the Manager and litigation costs incurred by the Manager), a Tenant, or the Manager, may apply to the tribunal seeking a determination under section 27A of the Landlord and Tenant Act 1985 as to whether the sum in dispute is payable and, if so, in what amount.
32. In the event of a dispute regarding the payability of any sum payable under this Order by the landlord, other than a payment under a Lease, the Manager or the Landlord may apply to the tribunal seeking a determination as to whether the sum in dispute is payable and, if so, in what amount.
33. In the event of dispute regarding the conduct of the management of the property by the Manager, any person interested may apply to the Tribunal to vary or discharge the order in accordance with section 24(9) of the Landlord and Tenant Act 1987.
34. In the event of a dispute regarding the reimbursement of unexpended monies at the end of the Manager's appointment, the Manager, a Tenant, or the Landlord may apply to the Tribunal for a determination as to what monies, if any, are payable, to whom, and in what amount.

DIRECTIONS TO LANDLORD

35. The Landlord must comply with the terms of this Order.
36. On any disposition, other than a charge of the Landlord's estate in the Property, the Landlord will procure from the person to whom the Property is to be conveyed, a direct covenant with the Manager, that the said person will (a) comply with the terms of this Order; and (b) on any future disposition (other than a charge) procure a direct covenant in the same terms from the person to whom the Property is to be conveyed.
37. The Landlord shall give all reasonable assistance and co-operation to the Manager in pursuance of their functions, rights, duties and powers under this Order, and shall not interfere or attempt to interfere with the exercise of any of the Manager's said rights, duties or powers except by due process of law.
38. The Landlord is to allow the Manager and their employees and agents access to all parts of the Property and must provide keys, passwords, and any other documents or information necessary for the practical management of the Property in order that the Manager might conveniently perform their functions and duties and exercise their powers under this Order.
39. Within 30 days from the date of this Order the Landlord must provide all necessary information to the Manager to provide for an orderly transfer of responsibilities, to include the transfer of:

- (a) all accounts, books and records relating to the Property, including a complete record of all unpaid service charges and a list of debts and debtors;

and

- (b) all funds relating to the Property including uncommitted service charges and any monies standing to the credit of a reserve or sinking fund.
- (c) A full claims history for the insurance policies held in respect of the Property

DIRECTIONS TO MANAGER

- 40. The Manager must adhere to the terms of the Order above.

Entry of a Form L restriction in the Register of the Landlord's Registered Estate

- 41. To protect the direction in paragraph 36 for procurement by the Landlord, of a direct covenant with the Manager, the Manager must apply for the entry of the following restriction in the register of the Landlord's estate under title no(s) LN52585.

‘No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be completed by registration without a certificate signed by the applicant for registration [or their conveyancer] that the provisions of paragraph 36 of an Order of the Tribunal dated ____.

Registration

- 42. The Manager must make an application to HM Land Registry for entry of the restriction referred to in paragraph 41, within 14 days of the date of this Order.

Careful cross-check of the paragraph numbering of the Directions to the Manager above is essential

- 43. A copy of the Order should accompany the application (unless it is submitted by a solicitor able to make the necessary declaration at Box 8(c) of the RX1 application form). The application should confirm that:
 - this is an Order made under the Landlord and Tenant Act 1987, Part II (Appointment of Managers by a Tribunal) and that pursuant to section 24(8) of the 1987 Act, 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.

- Consequently, pursuant to Rule 93(s) of the Land Registration Rules 2003, the Manager is a person regarded as having sufficient interest to apply for a restriction in standard Form L or N.

Conflicts of Interest

44. The Manager must be astute to avoid any Conflict of Interest between their duties and obligations under this Order, and their contractual dealings. Where in doubt, the Manager should apply to the Tribunal for directions.

Complaints

45. The Manager must operate a complaints procedure in accordance with, or substantially similar to, the requirements of the Royal Institution of Chartered Surveyors.

Insurance

46. The Manager must maintain appropriate building insurance for the Property and ensure that the Manager's interest is noted on the insurance policy.
47. From the date of appointment, and throughout the appointment, the Manager must ensure that he has appropriate professional indemnity insurance cover in the sum of at least £2 million and shall provide copies of the certificate of liability insurance to the Tribunal, and, upon request, to any Tenant or the Landlord. The Certificate should specifically state that it applies to the duties of a Tribunal appointed Manager.

Accounts

48. The Manager must:
- (a) prepare and submit to the Landlord and the Tenants an annual statement of account detailing all monies receivable, received and expended. The accounts are to be certified by the external auditor, if required under the Leases;
 - (b) maintain efficient records and books of account and to produce for these for inspection, to include receipts or other evidence of expenditure, upon request by the Landlord or a Tenant under section 22 Landlord and Tenant Act 1985;
 - (c) maintain on trust in an interest-bearing account at such bank or building society, as the Manager shall from time to time decide, into which service charge contributions, Insurance Rent, and all other monies arising under the Leases shall be paid; and
 - (d) hold all monies collected in accordance with the provisions of the Code.

Repairs and maintenance

49. The Manager must:

- (a) By 30th June 2026 draw up a planned maintenance program for the period of the appointment, allowing for the periodic re-decoration and repair of the exterior and interior common parts of the Property, as well as any roads, accessways, mechanical, electrical and other installations serving the Property and shall send a copy to every Tenant and to the Landlord;
- (b) subject to receiving sufficient prior funds:
 - (i) carry out all required repair and maintenance required at the Property, in accordance with the Landlord's covenants in the Leases, including instructing contractors to attend and rectify problems, and is entitled to recover the cost of doing so as service charge payable under the Leases or in accordance with the Order.
 - (ii) arrange and supervise any required major works to the Property, including preparing a specification of works and obtaining competitive tenders.
- (c) liaise with all relevant statutory bodies in the carrying out of their management functions under the Order; and
- (d) ensure that the Landlord, and the Tenants, are consulted on any planned and major works to the Property and to give proper regard to their views.

50. Manager has the power to incur expenditure in respect of health and safety equipment reasonably required to comply with regulatory and statutory requirements.

Reporting

51. By no later than six months from the date of appointment (and then annually) the Manager must prepare and submit a brief written report to the Tenants, and the Landlord, on the progress of the management of the Property up to that date, providing a copy to the Tribunal at the same time.

End of Appointment

52. No later than 56 days before the end date, the Manager must:

- (a) apply to the tribunal for directions as to the disposal of any unexpended monies;
- (b) include with that application a brief written report on the progress and outcome of the management of the Property up to that date (a "Final

Report”); and

- (c) seek a direction from the tribunal as to the mechanism for determining any unresolved disputes arising from the Manager’s term of appointment (whether through court or tribunal proceedings or otherwise).
- 52. Unless the tribunal directs otherwise the Manager must within two months of the end date:
 - (a) prepare final closing accounts and send copies of the accounts and the Final Report to the Landlord and Tenants, who may raise queries on them within 14 days; and
 - (b) answer any such queries within a further 14 days.
- 53. The Manager must reimburse any unexpended monies to the paying parties, or, if it be the case, to any new Tribunal appointed Manager within three months of the end date or, in the case of a dispute, as decided by the Tribunal upon an application by any interested party.

Schedule of Additional Fees

As per the Schedule dated 1 July 2025 attached to this Order