



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

Case reference	:	LON/00AG/LVM/2025/0010
Property	:	33 Broadhurst Gardens, London NW6 3QT
Applicant/ Leaseholders	:	1. Satwinder Singh Bal and Renu Reenu Bal (Flat 1) 2. Satwinder Singh Bal and Amrit Pal Kaur Bal (Flat 2) 3. Spark Property Partners Ltd (Flat 5)
Representative	:	Underwood Solicitors LLP
Respondents/ Leaseholders	:	1. Eileen Hauptman (Flat 3) 2. J Eric and Dalia Hartman Harman Bergsagel (Flat 4)
Representative	:	In person
Type of application	:	Variation of Order for appointment of manager
Interested Party	:	Rosbury Properties Limited
Tribunal members	:	Judge Robert Latham Susan Coughlin MCIEH
The Manager	:	Mr Martin Kingsley
Date and Venue of Hearing	:	8 October and 11 November 2025
Date of Decision	:	11 November 2025
Date of Revised Decision	:	17 December 2025

REVISED DECISION

The Tribunal is exercising our powers under Rule 50 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 to correct a number of clerical mistakes. The changes are highlighted in red.

The Application

1. On 17 November 2022, a Tribunal (Judge Dutton and Miss K Krisko) appointed Mr Neil Maloney to manage the property at 33 Broadhurst Gardens, London NW6 3QT ("the Property") pursuant to Part II of the Landlord and Tenant Act 1987 ("the Act"). The Order was made for the period of three years from 1 December 2022.
2. On 24 July 2025, Mr Maloney applied for the Management Order to be extended for a period of three years ("the Maloney Application") . On 14 August 2025, the Tribunal gave Directions which were amended on 1 September and 1 October. Pursuant to these Directions, the Applicant had filed two Bundles of Documents extending to 499 and 13 pages, respectively.
3. The property at 33 Broadhurst Gardens is a detached building which has been converted to create five self-contained flats, each of which are held under 999 year leases. The freehold interest is held by Rosbury Properties Limited in respect of which each leaseholder owns one share.
4. The flats are occupied as follows:
 - (i) Flat 1: Mr Satwinder Singh Bal and Mrs ~~Reenu~~ **Renu** Bal, his wife (the First Respondent);
 - (ii) Flat 2: Mr Satwinder Singh Bal and Mrs Amrit Pal Kaur Bal, his mother (the Second First Respondent);
 - (iii) Flat 3: Ms Eileen Hauptman (the Third Respondent);
 - (iv) Flat 4: Mr J Eric and Mrs Dalia ~~Harman~~ **Hartman** Bergsagel (the Fourth Respondent);
 - (v) Flat 5: Spark Property Partners Ltd, a company in which Mr Bal is the sole director and shareholder (the Fifth Respondent).
5. The Tribunal made the management order because the majority leaseholders (Flats 1, 2 and 5) and the minority leaseholders (Flats 3 and 4) could not agree on how the property should be managed. As a consequence, there was disrepair and substantial works were required. Over the past three years, significant works have been executed. However, further works are required.

The Hearing (8 October 2025)

6. Mr Maloney, attended and was represented by Mr Jonathan McNae (Counsel) instructed by JPC Law. He was accompanied by Mr Nick McEwen from his instructing solicitor.
7. The First, Second and Third Respondents ("the majority leaseholders") were represented by Ms Elizabeth Fisher (Counsel) instructed by Underwood Solicitors LLP. She was accompanied by Ms Aoife Reid from her instructing Solicitor. Mr Satwinder Singh Bal and Mrs ~~Renu Reenu~~ Bal attended the hearing. They were accompanied by Mr Martin Kingsley who the majority leaseholders contended should replace Mr Maloney as Tribunal appointed Manager.
8. Ms Eileen Hauptman and Mr Eric Bergsagel ("the minority leaseholders") appeared in person.
9. It was agreed that Rosbury Properties Limited should be joined as an interested party. It was not represented, but all the relevant officers were present.
10. Having regard to the overriding objectives, the Tribunal determined that we should consider the informal application made by the First, Second and Fifth Respondents to appoint Mr Kingsley as a Tribunal-appointed manager upon the conclusion of the Applicant's tenure as Manager on 30 November 2025 ("the Kingsley Application"). Mr Kingsley had provided a Management Plan and Fee Structure (at p.489). He has acted as a Tribunal-appointed manager on a number of occasions.
11. All the parties confirmed that they wished for the Property to continue to be managed by a Tribunal-appointed manager. The position of the parties at the commencement of the hearing was as follows:
 - (i) The Maloney Application: This was supported by the Third and Fourth Respondents. It was opposed by the First, Second and Fifth Respondents.
 - (ii) The Kingsley Application: This was supported by the First, Second and Fifth Respondents. The Third and Fourth Respondents had not met Mr Kingsley.
12. Mr Maloney gave evidence and was cross-examined at length by Ms Fisher. At 15.40, Counsel asked for an adjournment. They returned at 16.30 to inform the Tribunal that the parties had agreed that the Maloney application will be dismissed. The Tribunal dismissed this application, as agreed by the parties. We have made no findings on this application.

13. On 10 October 2025, the Tribunal issued a Preliminary Decision and Directions for a half day hearing on 11 November 2025, to consider whether to appoint a replacement manager and if so, the identity of that manager and the terms of the appointment.

Subsequent Developments

14. Pursuant to these Directions, the parties confirmed that they agreed that Mr Kingsley should be appointed as a Tribunal appointed Manager in place of Mr Maloney.
15. On 15 October 2025, Ms Hauptman has raised three issues relating to (i) the grab rail to the main front door; (ii) her right of access to the rear garden to enable her to clean her windows; and (iii) the making good of internal damage to her flat when the exterior works are completed. The issue of making good internal damage potentially extended to Mr and Mrs Bergsagel's flat. It was unclear whether the majority leaseholders were willing to accommodate these issues.
16. On 22 October 2025, Underwood Solicitors, who are acting for the majority leaseholders, provided a draft Management Order. The Tribunal had a number of concerns about this. The Tribunal therefore issued further Directions, dated 31 October 2025.
17. On 30 October, Ms Hauptman raised two further issues:
 - (i) Paragraph 13 of the Order which makes provision for rights of access. The Tribunal notes that by paragraph 6 of Schedule 6 of the Lease, the lessee is obliged to afford the landlord access "at reasonable times and except in the case of an emergency on reasonable notice". This covenant applies regardless of whether not a lessee has decided to sublet their flat.
 - (ii) A term should be added requiring the Manager to enforce paragraph 13 of the Seventh Schedule of her lease. The Tribunal has heard no submissions on the terms of the leases. It is apparent that they are not in the same terms.

Further Directions (31 October 2025)

18. On 31 October 2025, the Tribunal issued further Directions. The only outstanding issue was the terms of Mr Kingsley's appointment.
19. The Tribunal raised the following concerns about the draft Management Order:

- (i) The Management Order should make provision for the Manager to be able to contact the lessees and the landlord by email. This had been a problem for Mr Maloney.
 - (ii) The Management Order did not specify the desired objectives to be achieved by the Order (paragraph 5 of the draft).
 - (iii) Paragraph 12 of the draft referred to variations to the lease which were specified in Appendix 1. This Appendix had not been provided.
 - (iv) The Tribunal suggested a proviso (paragraph 45 of the draft) that in drawing up the planned maintenance programme, the Manager should have regard to the existing reports on the condition of the property. The intention of this is to save time and money.
 - (v) The Tribunal had a number of concerns about the proposed fees.
20. On 6 November 2025, Underwoods served a revised Management Order with the alterations highlighted in track change. Email addresses were provided (paragraph 5). The Object of the Management Order was set out (paragraph 6). Amendments were made to the right of access, as requested by Ms Hauptman (paragraph 14). Mr Kingsley provided a revised fee structure.
21. On 10 November 2025, Ms Hauptman (Flat 3) and Mr and Mrs Bergsagel (Flat 4) made a number of comments on the terms of the management order, how the property should be managed and the proposed fee structure.

The Hearing (11 November 2025)

22. The Tribunal conducted a video hearing. The following attended:
- (i) Mr Kingsley, the proposed Manager.
 - (ii) Mr and Mrs Bal. They were represented by Ms Reid (Underwood Solicitors).
 - (iii) Ms Hauptman;
 - (iv) Mr Bergsagel.
23. All the parties were content with the proposed terms of the Management Order. Their concern rather related to the proposed fee structure. The Tribunal attaches the following:

(i) Appendix 1: This records (in red) the amendments which the Tribunal has made to the proposed fee structure. These were agreed by Mr Kingsley. Where the minority tenants contended that the fees were too high, the Tribunal has recorded our conclusions in the footnotes.

(ii) Appendix 2: The Approved Fee Structure.

24. Mr ~~Kingsley~~ ~~Maloney~~ has not yet met the minority leaseholders. Ms Hauptman and Mr Bergsagel raised a number of concerns as to how Mr Kingsley will manage the Property. It is not the role for this Tribunal to micromanage how Mr Kingsley will manage the Property. These are matters for the leaseholders to discuss with the Manager.
25. Mr Kingsley confirmed that he is familiar with the Practice Statement on the Appointment of Managers (Revised July 2023). He recognised that it is essential that he acts fairly and impartially in the performance of his duties, having due regard to the views of all the leaseholders. He has been appointed on the initiative of the majority leaseholders. He must gain the trust of the minority leaseholders.
26. The Tribunal pointed out that the management costs will inevitably be higher where there is a Tribunal appointed Manager. Such an appointment is only made where there are serious management issues that need to be addressed. At the end of the three year appointment, the Tribunal would hope that no further extension will be required. It would always be open to the leaseholders to appoint Mr Kingsley to manage the Property on his normal terms. The Tribunal would urge the parties to look to the future. If the past problems are resolved, it is always open to the parties to apply for the management order to be discharged.

Judge Robert Latham
11 November 2025

Judge Robert Latham
17 December 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 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).

Appendix 1 – Amendments to the Proposed Fee Structure

- Initial Set up Fee £500 plus vat ¹
- Annual Management Fee £1,000 Plus VAT for each flat at the property. ²
- The sum of £300 plus VAT for each consultation notice under section 20 of the Landlord and Tenant Act 1985 as amended. For clarity usually 2 notices occasionally 3 are served for each consultation. Therefore the fee would be either £600 or £900 plus vat). **The total fee will be capped at £150 plus VAT for a consultation where the cost of the qualifying works does not exceed £5,000.**
- An additional reasonable charge for dealing with solicitors' enquiries payable by the outgoing lessee on a time spent basis. ³
- If an independent surveyor is appointed to assist my duties. The Manager will charge the sum of 5% plus VAT of the contract sum in relation to the arrangement and overall responsibility and supervision of major works (requiring consultation under s20 of the Landlord and Tenant Act 1985). The Manager will charge a fee of 10% plus VAT of the contract sum plus VAT, if no independent surveyor appointed. ⁴
- A charge for any initial work undertaken for major works in accordance with the Schedule of Agreed Fees below. **Such a charge will only be made if the proposed works do not proceed. If the works do proceed, this will be included as part of the overall supervision fee.**
- The recovery of outstanding service charges shall give rise to an administration charge payable by the defaulting lessee of £25 **for the second and any subsequent reminder letters.**
- An additional charge in relation to brokering insurance claims or valuations based on £300 plus VAT per claim⁴.
- A charge for further tasks which fall outside the agreed duties in accordance with the Schedule of Agreed Fees below.
- To be reimbursed in respect of reasonable costs disbursements and expenses to include fees of counsel, solicitors, and expert witnesses.
- The Manager will decide both fairly and objectively should there be a dispute and will communicate any decision initially orally and/or by email. If a Lessee requests a further response in writing in relation to such decision then a further reasonable charge will be made in accordance with the agreed Schedule of Charges below at the Manager's discretion.
- Annual sum of £60 per client account operated.⁵

Appendix 2 – The Approved Fee Structure

¹ The Tribunal is satisfied that this is reasonable.

² The Tribunal is satisfied that this is reasonable having regard to fees charged by Mr Maloney, namely £1,700 per flat for the first year and £1,500 thereafter.

³ Mr Kingsley stated that his normal charge is £400 + VAT.

⁴ The £300 fee for arranging a valuation is reasonable. It is important to ensure that the property is fully insured. A revaluation will only be required periodically.

⁵ This is a charge for a client account opened for the property.

- Initial Set up Fee £500 plus vat
- Annual Management Fee £1,000 Plus VAT for each flat at the property.
- The sum of £300 plus VAT for each consultation notice under section 20 of the Landlord and Tenant Act 1985 as amended. For clarity usually 2 notices occasionally 3 are served for each consultation. Therefore the fee would be either £600 or £900 plus vat). The total fee will be capped at £150 plus VAT for a consultation where the cost of the qualifying works does not exceed £5,000.
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- A charge for further tasks which fall outside the agreed duties in accordance with the Schedule of Agreed Fees below.
- To be reimbursed in respect of reasonable costs disbursements and expenses to include fees of counsel, solicitors, and expert witnesses.
- The Manager will decide both fairly and objectively should there be a dispute and will communicate any decision initially orally and/or by email. If a Lessee requests a further response in writing in relation to such decision then a further reasonable charge will be made in accordance with the agreed Schedule of Charges below at the Manager's discretion.
- Annual sum of £60 per client account operated

Schedule of Agreed Hourly Rates

Manager	£175 plus VAT
Senior Property Manager	£125 plus VAT
Property Manager	£100 plus VAT
Office Administrators, junior staff	£75 plus VAT