



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

Case reference	:	CAM/26UE/LAM/2023/0006
Property	:	Herons Court, Radlett, Herts WD7 7FA
Applicant	:	Jeffrey Cooper and Candy Cooper
Representative	:	In person
Respondent	:	Herons Court (Radlett) Management Ltd
Representative	:	Mr Kweku Aggrey-Orleans of Counsel
Type of application	:	Appointment of a Manager, section 24 Landlord and Tenant Act 1987
Tribunal member(s)	:	Judge Stephen Evans Dr Jan Wilcox FRICS
Date and venue of hearing	:	12 November 2025
Date of decision	:	23 December 2025

DECISION

The application for the appointment of a manager is refused.

REASONS

The Application

1. By application dated 2 October 2023, the Applicants seek the appointment of a manager in respect of Herons Court, Radlett, Herts (“the Property”).

Background

2. The Property consists of 1 block of 12 flats built in 2012 and first occupied in 2013.
3. The Applicants are the joint Leaseholders of the one of the flats in the Property.
4. The Respondent is the Management Company under their Lease.
5. Trent Park Properties (“TPP”) are the current Managing Agents appointed by the Respondent to manage the block. There have been several agents since October 2019.
6. On 20 December 2019 settlement was reached by the Leaseholders in the block with the builder of the block in relation to various defects therein.
7. On 23 September 2020, a stage 1 section 20 notice was served in relation to works (carpeting/ tiling) in the common parts, followed by a stage 2 notice on 27 November 2020 which indicated that the Respondent’s choice of carpet contractor was LJ Carpets Ltd, out of the 3 named therein.
8. On 11 December 2020 the Respondent wrote to Leaseholders to say they had obtained yet another estimate for works.
9. In May 2021 the Respondent wrote to Leaseholders with a different figure for costs for the carpeting, indicating a different choice of contractor (now Flooring Kingdom).
10. On 21 May 2021 the managing agents at that time, Aldermartin Baines & Cuthbert (ABC) wrote to the Leaseholders purporting to comply with stage 3 of the consultation requirements.
11. On 16 July 2021 the Applicants wrote a long e-mail to the Respondent complaining about ABC, raising various questions to do with service charge issues.
12. In October 2021 Collinson Hall was appointed as managing agent. There followed a period of stability between December 2021 and

August 2022, during which time another section 20 notice was served, in relation to major works including gutter cleaning.

13. In December 2021 Mr Cooper was appointed a director of the Respondent.
14. On 25 May 2022 the Applicants wrote to the Respondent complaining of a lack of consultation over the redecoration of the common parts, especially regarding the choice of contractor. They contended the painting had been executed poorly with poor quality materials. They complained of wasted costs in the sum of over £12,600.
15. On 18 July 2022 Collinson Hall gave notice of termination of their management agreement, but it seems they were persuaded to stay for as long as it took to appoint another managing agent.
16. On 18 August 2022, the Applicants contend, the management of the Property was “unlawfully seized” by Mr Graham. Mr Cooper resigned as a director, and Mr Ellis and Mr Duckery were appointed.
17. On 21 November 2022 a FRA was undertaken of the Property.
18. On 22 January 2023 lift works in the cost of £6782 were undertaken, and on the following day an application was made for dispensation with consultation requirements.
19. On 1 March 2023 the Applicants gave notice under section 22 of the Landlord and Tenant Act 1987 to the Respondent, which was a preliminary notice with a view to the appointment of a manager by the Tribunal.
20. On 13 March 2023 the Respondent appointed TPP in place of Collinson Hall, pursuant to the terms of written management agreement which appears in our bundle.
21. By 22 March 2023 the Applicants were writing to TPP expressing their ongoing concerns about management of the block.
22. The accounts for the year ending 2022 were sent out to Leaseholders on 22 August 2023, having been finalised on the 14 August 2023.
23. On 6 September 2023, a section 20B notice was served by TPP on the Leaseholders.
24. On 2 October 2023 the Applicants made this application to the Tribunal for the appointment of a manager pursuant to section 24 of the Landlord and Tenant Act 1987.
25. On 23 December 2023 the Applicants made an application under section 27A of the Landlord and Tenant Act 1985 under case reference CAM/26UE/LSC/2023/0004.

26. In the circumstances, the instant application was stayed.
27. A written decision on the service charge application followed, dated 2 June 2025. Permission to the Applicants to appeal the decision was refused on 25 July 2025.
28. Judge Wayte gave directions on the instant application on 5 August 2025.
29. Witness statements followed in October 2025, and on 15 October 2025 the Applicants made an application to appoint Lisa Curran Red Rock Estate & Property Management Ltd as Manager in place of their previous choice, Mr Cohen (who himself had superseded the original proposed appointee, the First Applicant).

The Lease

30. The Applicants' Lease is between Heronslea (Radlett) Limited and the Applicants. The Respondent is named as the Management Company.
31. The Building is defined as the land and building known as flats 1 to 12 Herons Court, Shenley Hill, Radlett, Herts WD7 7FA registered at the Land Registry with title number HD1689 and shown edged in red on plan A.
32. The Service Costs under the Lease are defined as "the Costs listed in Part 2 of Schedule 8".
33. The Service Charge is defined as "The Tenant's Proportion of the Service Costs".
34. The Service Charge Year is defined as the calendar year.
35. The Retained Parts are defined as all parts of the Building other than the Property and the Flats.
36. Schedule 1 defines the demised premises as Flat 6, and identifies that the "Property shall not include any of the Retained Parts".
37. Schedule 7 contains the Management Company's covenants, including at paragraph 2.1 to provide the Services.
38. The Services are listed in Part 1 of Schedule 8.
39. The Service Costs are detailed in Part 2 of Schedule 8.
40. Schedule 8, Section 1, Part D refers to maintaining the common parts.
41. The Applicants' due proportion under the Lease is 8.04%; other Leaseholders have different percentages.

Statutory Framework

42. Under section 24(2) of the Act, the Tribunal may appoint a manager in various circumstances. These include where the Tribunal is satisfied:

- (1) 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
- (2) that unreasonable service charges have been made, or are proposed or likely to be made; and
- (3) that it is just and convenient to make the order in all the circumstances of the case.

The Inspection

43. No inspection of the Property was required, and the Tribunal Judge had already inspected the Property on the first day of the June service charge hearing.

The Hearing

44. The Applicants attended the hearing, unrepresented. Mr Kweku Aggrey-Orleans of Counsel represented the Respondent.
45. Various directors of the Respondent attended the hearing, including the witnesses Mr Graham, Mr Dunleavy, plus Mr Esterson of the Respondent's Managing Agents.
46. Given some of the content of the parties' witness statements, the Tribunal at the outset made clear what the hearing did not concern: it was not a dispute resolution of the obvious animosity between the Applicants and the directors, nor how the latter came to be appointed. No issues of harassment, assault or other such allegations outside of direct management would be considered. Nor would the Tribunal consider any allegation of breach of covenant to give quiet enjoyment, which covenant (properly understood) concerns interference with leaseholder title, not a right to a quiet life. Any of the above remedies might instead be the subject of proceedings in the civil courts, if the facts warranted them.
47. The Tribunal made clear to the Applicants that they would need to prove grounds within section 24 of the 1987 Act; in other words a breach of covenant of specific clauses in the Lease, and/or the imposition of unreasonable service charges (with specific examples), and/or a failure to comply with the Code of Practice, i.e. the RICS Residential Service Charge Management Code ("the Code").

48. The Tribunal indicated that, since the section 22 Notice was historic, and given the Applicants wish for TPP to be replaced by a Tribunal appointed manager, they should concentrate on alleged mismanagement since TPP were appointed on 20 March 2023.
49. The Tribunal was concerned that it had not received a draft Management Order in the form usually provided to the Tribunal. The Tribunal was also concerned to hear the Applicants (and Ms Curran) had not considered the Tribunal's Practice Statement on the Appointment of a Manager. A short adjournment was therefore provided for the reading of the same.
50. As the Tribunal was further concerned about the multiplicity and lack of focus on grounds for making an order, the Applicants were invited to begin with their most important 10 allegations since March 2023.
51. The Tribunal informed the Applicants that the Tribunal had made findings in the service charges proceedings which they might seek to use to inform their case under s24 of the 1987 Act, but it was entirely for them to advance their case as they wished.
52. The Tribunal emphasised that, even if breach was proven, it had discretion whether to make the appointment sought.
53. All evidence was completed by the end of the day, but there was insufficient time for closing representations. In addition, Mr Cooper had been required to conduct proceedings for the Applicants from 2.45pm. It was only fair that both of the Applicants should be able to have input into closing submissions. The parties were therefore afforded seven days to provide bullet point closing arguments, which they did. This was not, however, an opportunity for the Applicants to bring in fresh matters not specifically considered during the course of the hearing.

The Issues

54. The following issues were identified for determination in the original directions:
 - (1) Did the contents of the section 22 notice comply with the statutory requirements?
 - (2) Have the Applicants satisfied the Tribunal of any grounds for making an order as specified in section 24(2) of the Act?
 - (3) Is it just and convenient to make a management order?
 - (4) Would the proposed manager be a suitable appointee and, if so, on what terms and for how long should the appointment be made?

- (5) Should the Tribunal make an order under section 20C of the Landlord and Tenant Act 1985, to limit the Respondent's costs that may be recoverable through the service charge?

Did the contents of the section 22 notice comply with the statutory requirements?

55. The Respondent did not advance any deficiency in the Notice, and there being none apparent to the Tribunal, we find this issue in the Applicants' favour.

Have the Applicants satisfied the Tribunal of any grounds for making an order as specified in section 24(2) of the Act?

(1) Failure to conduct a Fire Safety review

56. The Applicants first allegation was that the Respondent had failed to conduct a fire risk assessment review by the due date recommended in the 4site Consulting Ltd report dated circa 21 November 2022. On the first page there is written "Review Due date: 20/11/2023" and on page 10, the author Irtaza Sadiq opines:

"Future assessments:

A risk assessment re-inspection programme of one year has been applied until the hazards and non-compliances identified within this property have been actioned with suitable records kept and continuously maintained."

57. The Applicants contend there was a breach of the Code at para 8.4:

"...You should ensure that assessments have been undertaken and an up-to-date fire management plan has been implemented for every scheme."

58. The Respondent called Mr Esterson to give evidence on this matter. He informed the Tribunal that he believed the review had been planned, but then Hertfordshire Fire and Rescue had contacted the Respondent to query some items which they intended to do. He also contended that it then took some time to get quotations which were at a competitive cost.
59. He informed the Tribunal that there had recently been a fire risk assessment and health and safety assessment on 28 September 2025, and the author has issued a report within the last few weeks.
60. The Tribunal determines that the failure to conduct a review by 20 November 2023 was a failure to comply with the Code. The Tribunal is not satisfied that the Respondent has a reasonable excuse for not actioning the recommendations of a qualified fire risk assessor. Having said that, the breach is mollified to the extent that the review has now been conducted, albeit late.

(2) Failure to action works to a fire door

61. Linked to the above allegation, the Applicants allege that the Respondent had failed to comply with paragraph 3.5 of Mr Sadiq's report. This concerns a basement water meter cupboard fire door, which the assessor opined may not perform correctly because some screws were missing to the hinges, with the potential for fire and smoke to spread through the property.
62. This was assessed as severity level 4 and risk rating 4, with a priority level of 2. Unfortunately, the copy of the report is not complete, so the Tribunal is unable to gauge where on the scale of severity and risk this defect lay. The action recommended by the assessor was to "employ a qualified, competent and 3rd party accredited contractor to carry out the necessary remedial works to ensure door will perform correctly. Replace missing screws. Ensure doors are regularly inspected."
63. The Applicants' complaint was not so much that the work had not been done, but the Respondent had used a contractor called ADK which was well known to Mr Dunleavy, and that they were concerned ADK was neither qualified nor competent nor a third party accredited contractor.
64. The Respondent confirmed that ADK had indeed done the works. Mr Esterson gave evidence that, from memory, Mr Dunleavy had asked these contractors to undertake the work because they had been used in the past. Mr Esterson did not know if they were fire specialists.
65. Mr Dunleavy gave evidence. He confirmed that ADK were not a fire specialist, but were a specialist carpenter. The work had been undertaken, and there had been no trouble with the door since.
66. In the Tribunal's determination, the Applicants have not satisfied the Tribunal on balance of probability that there has been a breach of the Code at 8.4. They have no prima facie evidence that ADK lacked the necessary skills for this straightforward repair, which was after all undertaken satisfactorily. Further, there is nothing in principle objectionable to a management company employing a company it owns (or is involved in) to provide services: *Skilleter v Charles* (1991) 24 HLR 421.

(3) Breach of Lease: failure to repair security door

67. The Applicants next contend that there was a door in the basement area which did not close properly. This had been an issue since about August 2025. It had worked possibly for a little while, but did not close properly now. The Applicants contended that this constituted a breach of the management company's covenants in Schedule 7 of the lease and in particular maintaining and repairing the Retained Parts as defined (Sch 8, para 1, in conjunction with clause 1.1).

68. The Applicants took the Tribunal to a photograph of a notice posted on the door in September 2025 which read, "Please make door securely closed when going in or out -for security purposes".
69. The Applicants further relied on the evidence of their proposed manager Ms Curran, who informed the Tribunal the door did not close properly on her inspection on 5 November 2025.
70. The Respondent's case was that the issue might be caused by an airlock, and that various adjustments had been undertaken to the door from time to time. The Respondent contends that a notice was issued to all leaseholders on 17 October 2025 advising that they should always check that the door closes properly. The Respondents said that contractors last went to look at the door about a week before the hearing, and that it worked satisfactorily now.
71. Mr Esterson gave evidence and was asked questions by the Applicants. He said he was not dealing with this issue in person; instead Mr Kamal Patel of the managing agents was. Accordingly, he was unable to assist as to the up-to-date position, and could only say he had been told by the directors that the door was working satisfactorily.
72. Mr Dunleavy gave evidence that the door is used every day, and it works perfectly well if it is opened properly. If it is not opened all the way, it does not close properly. The piece of paper on the door was written by an elderly resident, not by any director of the Respondent. Finally for these purposes, he said that the original contractors had been called back because there was a loose handle/lock.
73. In the Tribunal's determination, having heard the evidence, this was not an "open and shut" case of breach as alleged by the Applicants. Each witness was credible, but their evidence overall was inconsistent. This is not a surprise. In the Tribunal's experience, it is not unusual to have intermittent openability of a solid door of this nature, especially in a basement which has been subject to damp issues (flooding), and where the door might be expected to expand and contract.
74. Accordingly, the Tribunal is not satisfied that the Applicants have made out a case, on balance of probability, of breach of covenant.
75. However, even if we are wrong and there was a breach, it was a minor one.

(4) Gardening works in breach of Code

(5) Gutter clearance works in breach of Code

76. The Applicants case here was that the Respondent was wont to use contractors who undertook works at height in an unsafe manner. They took the Tribunal to page 597 of the bundle which shows a long ladder, of approximately 24 rungs, propped against one of the hedges in the

gardens of the building. The Applicants confirmed they had seen the gardener on this ladder.

77. They also took the Tribunal to the photographs on page 598 and 599 of the bundle, showing gutter cleaning by a single contractor from a firm called Phoenix. He is on a step ladder, with his feet on about the 6th rung. His back is to the camera, his right hand in the rainwater gutter, and his left hand is holding a plastic bag in which, we are told, he put the detritus/leaves from the gutter.
78. The Applicants contend that it was a requirement to have someone footing the ladder, and that they complained to the managing agent about this; and that, by the afternoon, the contractor's services had been dispensed with.
79. The Applicants contended that all the above matters constituted a breach of the Code at paragraph 10.3. This reads:

“10.3 Health and safety method statements
You should obtain a health and safety method statement from all contractors before entering into a contract. You should be satisfied that the proposed method(s) of work is safe and appropriate to the task in hand. No contractors should undertake any work until you are fully satisfied with the proposals, and the contract should be conditional upon full compliance.”
80. The Applicants confirmed that they did not ask for any method statement, and have no evidence that the Respondent did not have one.
81. Mr Esterson gave evidence for the Respondent. He confirmed there was a gardening contract but was personally not aware of any method statement. He contended that he believed there is one because a colleague Juliette Mullen had said there was one.
82. As regards the gutter cleaner, Mr Esterson had not seen the method statement and could not recall if there was one. He added that because of the issue with the Applicants on this day, the contractor was not prepared to come back to work on site. Mr Esterson confirmed that this person was not the regular window cleaner, and this was the one and only time that he had attended site.
83. In the Tribunal's determination, the Applicants' allegation fails, on balance of probability. Firstly it is brought on the premise/assumption that the Respondents had no method statement. The assumptions was just that, and the Code does not require provision of the method statement, even if it had been requested. Secondly, if there was a method statement, the Applicants' contention that the Respondent cannot have been satisfied that the proposed method of work was safe and appropriate to the task in hand was pure supposition, as regards the gardener. As concerns the Phoenix contractor, this looks on the photographs to be an A-frame step ladder, and in the absence of further

evidence, the Tribunal does not perceive anything inherently unsafe about the method of working.

(6) Breach of covenant: gutter issues

84. Next the Applicants took the Tribunal to an e-mail dated 25 July 2025 from Mrs Cooper to Juliette Mullen, previously of the managing agents. This email complains:

“In the heavy rain last week several gutters were pouring water due to the lack of regular repair and cleaning.”

85. The Applicants contended that there had been no response to the email; and that the gutters were visible from their flat window, yet had not been cleaned since the e-mail was written. They relied on the express covenants already mentioned with regards to repairing/cleaning the Retained Property.

86. The Applicants also referred to bubbles in the gutter, the cause of which had not been addressed. The Tribunal was reminded that this is a complaint which was made in the service charge proceedings.

87. Mr Esterson gave evidence that he was not aware of this particular incident in July, but did know that when it rains very heavily the gutters overflow. He was not aware of any damage having been caused. He did not respond to the e-mail, but would have expected there to have been a response from Ms Mullen. He said he was not aware of any video in relation to the incident, despite working in the same room as Ms Mullen, who had since left the managing agent's employment. He did not know if anything had been done in response, because he does not deal with day-to-day matters, which are the remit of the four property managers. Mr Esterson said that he only dealt with issues once they became incapable of resolution by the other staff.

88. The Tribunal does not consider that bubbles in the rainwater drainage system is a breach of covenant to keep the same maintained or repaired or cleaned. There could be any number of reasons for the issue, and no one advanced a cause.

89. As regards the overflowing gutters, the Tribunal is aware (from its previous decision and inspection) of a large number of separate gutter sections at height, and can understand the Respondent's position that when it rains very heavily, the gutters overflow. Although it is not essential to our finding, we note that there is no evidence of any internal damage having been caused at any time. That might be expected if it was a continuous blockage predating or even following July 2025.

90. Balancing all the evidence, we are not satisfied on balance of probability that this instance in July 2025 was caused by lack of regular repair and cleaning as alleged by the Applicants.

(7) Breach of Code: No programme of planned and cyclical works

91. The Applicants contend a breach of the Code at 9.3 in these terms:

“You should use scheme inspections to inform a programme of planned and cyclical works. This plan should be used to inform budget calculations and reserve fund contributions and should cover a minimum period of three years. Programmes for large, more complicated developments should cover a longer period. You should consider the use of experienced or qualified building consultants/specialists, depending on the size and complexity of the project. The building specialist should also inspect reported defects before work is done if it is likely to be complicated and/or costly. Their use should also be considered for carrying out periodic inspections to identify defects. The programme should reflect a realistic cost of maintenance including periodic redecoration work. You should be aware of the adverse cost implications for older buildings. Your planned and cyclical works programmes should be agreed with your client, communicated to leaseholders and be included as a note in each year’s service charge budget. A budget for the cost of maintenance should be included in each year’s service charge budget to ensure an adequate fund to meet the cost where permitted in the lease.”

92. The Applicants’ allegation was founded on the fact that they had not seen such a programme, notwithstanding RICS advise it should be “communicated to leaseholders” (although they had not specifically asked for it).

93. The Respondent’s position was that they had recently had an AGM of leaseholders and shareholders, to which all were invited, on 15 October 2025. And that a 5-year plan was part of the discussions. Mr Esterson was unable to give a coherent reason as to why a plan had not been implemented before October 2025. Mr Dunleavy gave evidence, and contended that there was a 3-year plan made in October 2022.

94. In the Tribunal’s determination, the Respondent has been in breach of paragraph 10.4 of the code. If the plan was in existence prior to October 2025, it should have been communicated at the very least to the Applicants. The conflict of evidence between Mr Esterson and Mr Dunleavy is concerning; if there was a plan in October 2022, the managing agent should be aware of it. The lack of funds, if that was the reason for not having a plan, is not a good reason, in our view.

Is it just and convenient to make a management order?

95. We do not consider that it is just and convenient to make a management order, for the following reasons:

96. Firstly, the breaches which we have found are not so significant that it is convenient to appoint another manager, at least at this point in time.

It will be incumbent on TPP to ensure that their performance does not cause this matter to come back to the Tribunal in the future.

97. Secondly, the Applicants have focused on a number of breaches, but must accept that there are many other services, included administrative and accountancy services, executed by TPP which are not the subject of criticism. We must look at the overall picture of whether TPP is reasonably managing the Property.

98. Thirdly, the issues concerning the programme of planned and cyclical works, and fire safety review, have recently been addressed.

99. Fourthly, the recent service charge decision found only a few wants of management (failure to comply with s.20 consultation), justifying a reduction of 5% in management fees; otherwise the Tribunal was not satisfied that the Applicants had established on balance of probability that the managing agents (save for predecessors ABC) had generally fallen short of expectation/had not provided value for money (decision, para. 160).

100. Lastly, we have no evidence that leaseholders other than the Applicants are complaining about poor management of the Property. We have some sympathy with the Respondent's contention that the Applicants' real gripe is not against TPP, but the directors who are alleged to have unlawfully seized control of the board in 2022.

101. We comment that we are surprised that there is, or appears to be, no formal reporting system, such as a FixFlo system, which is a 24-hour reporting system which will triage issues and organise the appropriate contractor. The communication process between agents and the Applicants clearly needs to be improved, but this is a matter which the Tribunal considers to be capable of recovery.

Would the proposed manager be a suitable appointee and, if so, on what terms and for how long should the appointment be made?

102. Having found that it is not just and convenient to make an order at this time, the following findings are not strictly necessary to our determination, but we make them for the assistance of the parties, in particular the Applicants.

103. The Tribunal asked Ms Curran the usual questions of a proposed appointee.

104. The Tribunal does not consider Ms Curran to be a suitable appointee at this present time. We do not consider her management plan to be sufficiently detailed, which may be the result of her late instruction. Nonetheless, the Tribunal is concerned that she did not seem to be aware of the nature and degree of repairs required to the Property (especially the basement flooding issue) and as a result had not sufficiently planned for management of it. We note she said she had

received the hearing bundle after the management plan had been written. There was no plan for recovery of service charge arrears.

105. We therefore agree with the Respondent's categorisation of the management plan as very generic. We would have expected to have seen a great deal more detail - the various management issues triaged in order of priority, with timescales applied to each of them, and details of how funds/arrears were going to be secured to achieve these aims.

106. It is not normally an issue that a person has not been previously appointed as a Tribunal Manager, since otherwise no first-time appointment would ever be made. But we were concerned that Ms Curran struggled in the hearing to locate the correct RICS Code; and, being a first time appointee, she has no-one at Red Rock Estate & Property Management Ltd who has previously been appointed a Manager on whom she could lean for assistance at challenging times, which were sure to lie ahead were she to be appointed.

Should the Tribunal make an order under section 20C of the Landlord and Tenant Act 1985, to limit the Respondent's costs that may be recoverable through the service charge?

107. On this issue, the UT has held that the only principle is to have regard to what is just and equitable, including the conduct and circumstances of the parties, as well as the outcome of the proceedings. The purpose of s20C is to give an opportunity to ensure fair treatment as between landlord and tenant, in circumstances where although costs have been recently incurred by the landlord, it would be unjust that the tenant should have to pay them: *Tenants of Langford Court v Doren Ltd* (LRX/37/2000).

108. Given the outcome of the proceedings, and in all the circumstances, including the fact that the grounds which were proven were not serious nor significant enough, the Tribunal does not consider that it is just and equitable for an order to be made that the Respondent's costs in relation to these proceedings are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Applicants in the future.

Should the Applicant be awarded other costs against the Respondent?

109. Again, given the outcome of the proceedings, we do not make any order for reimbursement of the Applicants' application and hearing fees.

Name: Tribunal Judge S Evans

Date: 23 December 2025.

ANNEX – RIGHTS OF APPEAL

1. 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 at the Regional Office which has been dealing with the case.
2. 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.
3. If the Application is not made within the 28-day time limit, such Application must include a request to 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.
4. 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.

Appendix 1: Landlord and Tenant Act 1987

24 (1) [The appropriate Tribunal]³ 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]¹ thinks fit.

(2) [The appropriate Tribunal]³ may only make an order under this section in the following circumstances, namely—

(a) where [the Tribunal]¹ is satisfied—

(i) that [any relevant person]⁴ 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

[...] ⁵

(iii) that it is just and convenient to make the order in all the circumstances of the case; [...] ⁶

[

(ab) where [the Tribunal]¹ 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;

[

(aba) where the Tribunal is satisfied—

(i) that unreasonable variable administration charges [or prohibited administration charges]⁸ 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;

] ⁷

(ac) where [the Tribunal]¹ is satisfied—

(i) that [any relevant person]⁴ has failed to comply with any relevant provision of a code of practice approved by the Secretary of State under

section 87 of the Leasehold Reform, Housing and Urban Development Act 1993 (codes of management practice), and

(ii) that it is just and convenient to make the order in all the circumstances of the case; or

] ⁶

(b) where [the Tribunal] ¹ is satisfied that other circumstances exist which make it just and convenient for the order to be made.

[

(2ZA) In this section “*relevant person*” means a person—

(a) on whom a notice has been served under section 22, or

(b) in the case of whom the requirement to serve a notice under that section has been dispensed with by an order under subsection (3) of that section.

] ⁴[

(2ZB) Subsection (2)(a) does not apply in respect of a breach of a building safety obligation by an accountable person for a higher-risk building.

(2ZC) In this section—

“*accountable person*” has the meaning given in section 72 of the Building Safety Act 2022;

“*building safety obligation*” means an obligation of an accountable person under Part 4 of the Building Safety Act 2022 or regulations made under that Part;

“*higher-risk building*” has the meaning given in section 65 of the Building Safety Act 2022.

] ⁹[

(2A) For the purposes of subsection (2)(ab) a service charge shall be taken to be unreasonable—

(a) if the amount is unreasonable having regard to the items for which it is payable,

(b) if the items for which it is payable are of an unnecessarily high standard, or

(c) if the items for which it is payable are of an insufficient standard with the result that additional service charges are or may be incurred.

In that provision and this subsection “*service charge*” means a service charge within the meaning of section 18(1) of the Landlord and Tenant Act 1985, other than one excluded from that section by section 27 of that Act (rent of dwelling registered and not entered as variable).

] ¹⁰[

(2B) In subsection (2)(aba) “*variable administration charge*” has the meaning given by paragraph 1 of Schedule 11 to the Commonhold and Leasehold Reform Act 2002[, and “*prohibited administration charge*” means an administration charge which is not payable because of paragraph 2A of that Schedule]¹¹.

]7[

(2C) Where a special measures order relating to the building is in force, an order under this section may not provide for a manager to carry out a function which the special measures order provides is to be carried out by the special measures manager for the building.

(2D) In this section—

“*special measures manager*” means a person appointed under paragraph 4 of Schedule 7 of the Building Safety Act 2022;

“*special measures order*” means an order under paragraph 4 of Schedule 7 of the Building Safety Act 2022.

]12[

(2E) An order under this section may not provide for a manager to carry out a function in relation to a higher-risk building where Part 4 of the Building Safety Act 2022 or regulations made under that Part provide for that function to be carried out by an accountable person for that building.

]13[

(3) The premises in respect of which an order is made under this section may, if [the Tribunal]¹ thinks fit, be either more or less extensive than the premises specified in the application on which the order is made.

(4) An order under this section may make provision with respect to—

(a) such matters relating to the exercise by the manager of his functions under the order, and

(b) such incidental or ancillary matters,

as [the Tribunal]¹ thinks fit; and, on any subsequent application made for the purpose by the manager, [the Tribunal]¹ may give him directions with respect to any such matters.

(5) Without prejudice to the generality of subsection (4), an order under this section may provide—

(a) for rights and liabilities arising under contracts to which the manager is not a party to become rights and liabilities of the manager;

(b) for the manager to be entitled to prosecute claims in respect of causes of action (whether contractual or tortious) accruing before or after the date of his appointment;

(c) for remuneration to be paid to the manager by [any relevant person]⁴ , or by the tenants of the premises in respect of which the order is made or by all or any of those persons;

(d) for the manager's functions to be exercisable by him (subject to subsection (9)) either during a specified period or without limit of time.

(6) Any such order may be granted subject to such conditions as [the Tribunal]¹ thinks fit, and in particular its operation may be suspended on terms fixed by [the Tribunal]¹.

(7) In a case where an application for an order under this section was preceded by the service of a notice under section 22, [the Tribunal]¹ may, if it thinks fit, make such an order notwithstanding—

(a) that any period specified in the notice in pursuance of subsection (2)(d) of that section was not a reasonable period, or

(b) that the notice failed in any other respect to comply with any requirement contained in subsection (2) of that section or in any regulations applying to the notice under section 54(3).

(8) The Land Charges Act 1972 and the [Land Registration Act 2002]¹⁴ 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.

(9) [The appropriate Tribunal]³ may, on the application of any person interested, vary or discharge (whether conditionally or unconditionally) an order made under this section; and if the order has been protected by an entry registered under the Land Charges Act 1972 or the [Land Registration Act 2002]¹⁴, [the Tribunal]¹ may by order direct that the entry shall be cancelled.

[

(9A) The [Tribunal]¹⁶ shall not vary or discharge an order under subsection (9) on [the application of any relevant person]⁴ unless it is satisfied—

(a) that the variation or discharge of the order will not result in a recurrence of the circumstances which led to the order being made, and

(b) that it is just and convenient in all the circumstances of the case to vary or discharge the order.

]¹⁵

(10) An order made under this section shall not be discharged by [the appropriate Tribunal]¹⁷ by reason only that, by virtue of section 21(3), the premises in respect of which the order was made have ceased to be premises to which this Part applies.

(11) References in this [Part]⁴ to the management of any premises include references to the repair, maintenance [, improvement]¹⁸ or insurance of those premises.

Notes

Notes

- 1 Words substituted by Housing Act 1996 c. 52 Pt III c.I s.86(2) (September 1, 1997 subject to savings specified in SI 1997/1851 Sch.1 para.2)
- 2 Words repealed by Transfer of Tribunal Functions Order 2013/1036 Sch.1(1) para.71(a) (July 1, 2013: repeal has effect subject to transitional provisions and savings specified in SI 2013/1036 art.6(3) and Sch.3)
- 3 Words substituted by Transfer of Tribunal Functions Order 2013/1036 Sch.1(1) para.71(b) (July 1, 2013: substitution has effect subject to transitional provisions and savings specified in SI 2013/1036 art.6(3) and Sch.3)
- 4 Amended by Commonhold and Leasehold Reform Act 2002 c. 15 Pt 2 c.5 s.160(4) (January 1, 2003 as SI 2002/3012, modification has effect subject to transitional provisions and savings specified in SI 2002/3012 Sch.2)
- 5 Repealed by Housing Act 1996 c. 52 Pt III c.I s.85(2) (September 24, 1996)
- 6 Added by Housing Act 1996 c. 52 Pt III c.I s.85(3) (September 24, 1996)
- 7 Amended by Commonhold and Leasehold Reform Act 2002 c. 15 Sch.11(2) para.8 (March 30, 2004 as SI 2004/669)
- 8 Words inserted by Leasehold Reform (Ground Rent) Act 2022 c. 1 s.18(6)(a) (June 30, 2022 except in relation to leases of retirement homes; April 1, 2023 otherwise)
- 9 Added by Building Safety Act 2022 c. 30 Pt 4 s.110(2) (April 6, 2023: 2022 c.30 s.110 came into force on April 28, 2022 as specified in 2022 c.30 s.170(2)(a) for the limited purpose of making regulations; April, 6, 2023 otherwise)
- 10 Added by Housing Act 1996 c. 52 Pt III c.I s.85(4) (September 24, 1996)
- 11 Words inserted by Leasehold Reform (Ground Rent) Act 2022 c. 1 s.18(6)(b) (June 30, 2022 except in relation to leases of retirement homes; April 1, 2023 otherwise)
- 12 Added by Building Safety Act 2022 c. 30 Sch.7 para.8(3) (January 16, 2024: 2022 c.30 Sch.7 came into force on April 28, 2022 as specified in 2022 c.30 s.170(2)(a) for the limited purpose of making regulations; January 16, 2024 as SI 2024/40 reg.2(u) otherwise)

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- 13 Added by Building Safety Act 2022 c. 30 Pt 4 s.110(3) (April 6, 2023: 2022 c.30 s.110 came into force on April 28, 2022 as specified in 2022 c.30 s.170(2)(a) for the limited purpose of making regulations; April, 6, 2023 otherwise)

- 14 Words substituted by Land Registration Act 2002 c. 9 Sch.11 para.20 (October 13, 2003)

- 15 Added by Housing Act 1996 c. 52 Pt III c.I s.85(6) (September 24, 1996)

- 16 Substituted by Commonhold and Leasehold Reform Act 2002 c. 15 Sch.13 para.9 (March 30, 2004 as SI 2004/669)

- 17 Words substituted by Transfer of Tribunal Functions Order 2013/1036 Sch.1(1) para.71(c) (July 1, 2013: substitution has effect subject to transitional provisions and savings specified in SI 2013/1036 art.6(3) and Sch.3)

- 18 Word inserted by Commonhold and Leasehold Reform Act 2002 c. 15 Sch.9 para.8 (March 30, 2004 as SI 2004/669)