



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

Case reference : **LON/00AF/LAM/2025/0024**

Property : **14 Elmers End Road, SE20 7SN**

Applicant : **Philip Den Baes**

Respondents : **Elaine Carol Heath
Ms D Kortu
Mr P Den Baes**

Type of application : **Appointment of a manager**

Tribunal member(s) : **Judge Martyński
Mr S Mason BSc FRICS**

Date of hearing : **8 April 2026**

Present at hearing : **Mr Baes
Ms Kortu
Mr Baes**

Date of decision : **9 April 2026**

DECISION

Decision summary

1. The application for the appointment of a Manager is refused.

Background

2. The subject Property is a Victorian semi-detached house converted into three flats. The freehold interest in the Property is held jointly by the three long leaseholders of the flats. Mr Baes, the Applicant, owns the top flat, Ms Kortu owns the middle floor flat, Ms Heath owns the ground floor flat. Each

leaseholder has a share of rear garden, Ms Heath's portion is that part of the garden nearest the rear of the building. At the front of the property is a front garden with a path to the main entrance door, this part is shared between the leaseholders. Ms Heath owns the driveway to the side of the garden.

3. The parties have owned their respective properties for a number of years.
4. It is Mr Baes' case that it has been impossible to manage and maintain the building due to the reluctance of Ms Heath to participate in management and to pay for maintenance. Mr Baes therefore decided to make this application for the appointment of a Manager. Mr Baes' application in its original form proposed that he himself be appointed as Manager. After consideration of the application by a Tribunal Judge, it was pointed out to the Applicant that the tribunal was highly unlikely to appoint a leaseholder (with no formal property management qualifications) as Manager. Following this, Mr Baes proposed Mr Peter Cobrin as a Manager.
5. Mr Baes served a preliminary notice under section 22 of the Act dated 1 August 2025. In that notice, Mr Baes set out various breaches on the part of the freeholders as follows:-
 - a. The front garden wall needs repair or re-building
 - b. The footpath leading to the entrance needs repair or replacing
 - c. Front garden needs maintenance
 - d. The back part of the house needs repointing and injection with DPC
 - e. The exterior of house needs painting
 - f. Communal parts of back garden need cleaning/maintenance
 - g. The carpet in the communal hallway needs replacing
 - h. The doorbell needs repair
6. The application to the tribunal is dated 15 August 2025. Directions were given on 5 December 2025 with the hearing date of 8 April.
7. Ms Heath has taken no part in proceedings. Ms Kortu was supportive of the application, but later expressed some concern when the proposed fees to be charged by Mr Cobrin were made known to her.

The documents

8. Mr Baes provided a bundle of documents. Included in the documents seen by the tribunal is a copy of Mr Baes' lease. In that lease the freeholder is obliged to maintain the main structure and roof of the building. The lease provides that the demised flat extends to the windows and window frames. The lease is for a term of 99 years from 1985.
9. In the bundle are copies of a number of communications over the years between the parties. These show a very long history of Mr Baes and Ms Kortu trying to organise maintenance of the building with Ms Heath. By way of example;

- (a) An email from Mr Baes to Ms Heath dated 15 March 2010, in which Mr Baes tells Ms Heath that he has arranged for the front garden to be cleaned. He mentions paint peeling from Ms Heath's windows and ask her to clear her part of the garden.
- (b) An email from Mr Baes to Ms Heath dated 11 September 2012 includes the following;
'The longer we leave these maintenance works, the more it will cost. No work has been done in the last 10 years. This is completely unacceptable. We really need to come to a solution on how we will tackle the maintenance. It is not fair towards the lessees, as we, the freeholder are obliged by law to undertake maintenance'. This email follows an exchange between Mr Baes and Ms Heath regarding quotes for building works, the previous email from, Ms Heath says;
'Whilst I agree all this needs doing – I am currently unemployed and completely broke. I do not know how I would be able to pay for all of this.'
- (c) In an email to Ms Heath dated 14 April 2014, Mr Baes says;
'It would be good if you could share your intensions for the upkeep of the house with us. Have you already applied for the loan, what amount will you have available to spend and when will you be in a position to proceed?'
- (d) On 30 August 2014, an email from Ms Kortu to Ms Heath and Mr Baes contained the following;
'Just wanted to inform you guys that I have hired/instructed a litigant regarding the issues concerning the property lack of maintenance and upkeep. This is to deal with Elaine [Heath] not you Phil [Baes], as you have been willing from day one but she has been obstructive at all times.'
- (e) On 24 February 2025, Ms Kortu sent an email to Mr Baes as follows;
'For flat 1, you know lack of engagement is has [sic] been an ongoing issue. From experience, knocking has not always worked. For example; to get payment from the insurance for the repair to my flat was delayed due to her [Ms Heath] lack of engagement with the process.'
- (f) Mr Baes included in the bundle photographs of envelopes addressed to Ms Heath that he had put by her door to try and gain her attention and response.

Evidence at the hearing

10. Mr Baes had produced a draft lease extension in his documents. He and Ms Kortu had tried to get Ms Heath's agreement to a lease extension but had been unable to do so. Mr Baes told the tribunal that he had been forced to pursue court proceedings to obtain the lease extension. The case is currently in the court awaiting an order from a Judge to authorise Mr Baes' solicitors to sign off the new lease.
11. As to the current condition of the building, Mr Baes told us that the front garden path had now been repaired and the front garden cleaned up. This was done in 2025, and we were told that Ms Heath had paid her share of the cost of that work.
12. There is an ongoing problem, probably with rising damp at the rear of Ms Heath's property.
13. There is also an issue with damp at the rear of Ms Kortu's property. The tribunal was shown a photograph of spoiled brickwork above a rear window of Ms

Kortu's flat. The damp issue at that location was far more likely to be as a result of that brickwork rather than any rising damp from Ms Heath's property.

14. Ms Kortu and Mr Baes told the tribunal that Ms Heath's portion of the garden was very overgrown and that there had been complaints from the neighbours. Previously Ms Kortu had to negotiate the cutting back of the growth in Ms Heath's garden so that her tenants could access her part of the garden.
15. The main doorbell system to the front door was not working (the electrical supply had come from Ms Heath's flat). Ms Kortu said that she had installed her own doorbell system independently of the one that is not working.
16. Ms Kortu told us that she had previously paid Ms Heath's share of the cost of some works to the roof but had, eventually, been able to recover those costs from Ms Heath.
17. From our discussions with the parties and from looking at the building via Google street maps (done during the hearing with the parties present), it did not appear to us that there were any major structural or decorative issues beyond those mentioned above.

Mr Cobrin

18. Mr Cobrin attended the hearing and gave some very useful information. He had been to inspect the exterior of the property and confirmed the issue with apparent rising damp at ground floor level.
19. We asked Mr Cobrin about the issue of costs were he to be appointed. Mr Cobrin's basic fees would be £1,500 per flat (plus VAT). He stated that he would charge a nominal 5% management fee in respect of the value of any major works to the building (it appears that, in order to deal with the damp issues at the rear of the building, scaffolding would be required). Mr Cobrin stated that he would be obliged to obtain a Fire Safety Report and that one of the recommendations in such a report may involve the installation of a fire alarm system. There would then have to be maintenance of that system and annual fire safety checks.
20. Mr Cobrin recognised that it was likely that there would be an issue with payment of his fees and the costs of any works from Ms Heath. He recognised that pursuing Ms Heath for the costs would be necessary and that litigation may also be necessary to recover money from her. Such action on his part would necessarily involve the incurrence of further management fees.
21. Mr Cobrin agreed with the tribunal that his appointment as Manager may not turn out to be the best course of action.
22. Upon hearing of the additional costs of a Manager, Ms Kortu stated that she would prefer that the tribunal did not appoint a Manager.
23. It seemed to the tribunal that even if Mr Baes and Ms Kortu organised and paid for the necessary works themselves ('writing off' any expectation of

contribution from Ms Heat), this may be a cheaper (and possibly more effective option than appointing a Manager.

The tribunal's decision

24. Clearly the freeholders of the building have been in breach of their obligation to maintain the structure and exterior of the building, this is as a result of the inability of all three freeholders to agree and pay for the costs of that work.
25. The relevant parts of s.24 Landlord and Tenant Act 1987 provide as follows:-
 - (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,
 - (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;

Whilst we accept that there has been a relevant breach on the part of the freeholders, we do not consider that the second test [subsection (2)(a)(iii)] has been met and that it is 'just and convenient' to make an order appointing a Manager.

26. First, we have a situation in the building where only one out of three leaseholders support the appointment of a Manager. Second, it seems to us that the additional costs to leaseholders of the appointment of a Manager may not put them in any better position. It may indeed make matters worse. It is entirely conceivable that Ms Heath would not pay the Manager's fees in the first place and would not contribute to costs of maintenance (the Manager would necessarily want to collect in funds in advance of any work). This would leave the Manager in the position of having to take proceedings against Ms Heath. If these proceedings were successful and a judgement obtained, and if Ms Heath still did not pay, there is no guarantee that the judgement could be successfully enforced. We presume that Ms Heath is still unemployed. Ms Kortu and Mr Baes may be left in the position of having paid considerable fees to the Manager with no tangible result.
27. Third, the tribunal has evidence that Ms Heath has eventually paid for works to the front garden and roof when these works were organised (and in the case of the roof) paid for by the other leaseholders. The appointment of a Manager is therefore not necessarily the only way for things to get done.
28. Fourth, a tribunal appointed Manager would be obliged to carry out inspections and works that the leaseholders may not wish to do, or to be put to the expense of, if left to their own devices.

29. Fifth, as they have done in the past, it is possible for Mr Baes and Ms Kortu to simply take matters into their own hands to get necessary works done even if that means that they do that without any help or contribution from Ms Heath.
30. Finally, whilst the building needs maintenance, we do not consider that this is so urgent so as to require the draconian step of the appointment of a Manager in circumstances where such a step is not supported by a majority of leaseholders.