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

- Case Reference** : HAV/00HH/LAM/2024/0601
HAV/00HH/LAM/2026/0004
- Property** : Albert Court Market Street Torquay TQ1 3AH
- Applicant** : Ms Yvette Condren (Manager)
- Respondent** : Millsam Developments Limited (Co Regn No
03385871) (Freeholder)
Mr K Pilch (Flat 3)
Mr J Ruth (Flat 5)
Mr A Cattermull (Flat 6)
Mr A & Mrs S Coleman (Flat 7)
Mr C Hopton (Flat 10)
Mr & Mrs Nowosad (Flat 11)
Mr and Mrs Suchorski (Flat 12)
Mr V Benney (Flat 13)
Miss B Croucher (Flat 14)
Mr & Mrs Nogas (Flat 15)
Mr & Mrs Kendrew (Flat 18)
Mr D. Harwood (Flat 19)
- Type of Application** : Discharge of Manager from Management
Order and Appointment of an Alternative
Manager
- Tribunal Members** : Regional Judge Whitney

Judge N Pointon

Mr M Woodrow MRICS
- Date of Hearing** : 20 April 2026
- Date of Decision** : 21 May 2026

DECISION

Background

1. The Applicant is a Tribunal appointed Manager whose appointment was provided to continue, following a decision made by the Tribunal on 10 December 2024, until 28 days after the certificate of practical completion of proposed external redecoration works to the Property.
2. The Applicant wrote to the Tribunal by email of 3rd October 2025 seeking to be discharged from the appointment sooner.
3. Various sets of directions were issued in connection with Ms Condren's application for her appointment to be discharged.
4. An application was received from Mr Ruth (Flat 5) on his behalf and that of all the other Respondents as set out above save for Millsam Developments Limited, seeking to nominate a Mr Eden to be appointed as Tribunal Manager in place of Ms Condren.
5. Directions were issued for both applications for them to be determined at a combined hearing at Newton Abbot Magistrates Court on 20th April 2026.
6. Mr Millar, director of Millsam Developments Limited, had applied to supply documents not in accordance with the directions. This application was refused by Judge Dobson on 14th April 2026.
7. An electronic bundle of 605 pages had been supplied and references in [] are to pages within that bundle.

Hearing

8. The hearing took place on 20 April 2026 at Newton Abbot Magistrates Court. It was recorded and we set out a synopsis only of what took place.
9. The following people attended:
 - Ms Condren: current manager;
 - Mr Ruth (flat 5) applicant proposing new manager;
 - Mr Pilch (flat 3) applicant proposing new manager;
 - Mr Eden: proposed manager; and
 - Mr Millar, director of Millsam Developments Limited assisted by Ms Hill.
10. The Tribunal reminded all parties that it was here today to look at whether or not Ms Condren's appointment should be discharged

and whether Mr Eden should be appointed in her stead. These were the only issues the Tribunal would address.

11. Mr Millar stated at the start of the hearing that he did not oppose the appointment of Mr Eden. He had no desire to manage the block given he lived in Bournemouth and so was not local to the Property. He objected to the way Ms Condren had conducted the management. On questioning by the Tribunal he indicated he would look to appoint Mr Eden.
12. The Tribunal enquired whether Mr Ruth, as the leaseholders' representative for the appointment of Mr Eden, would like a short adjournment to explore whether Mr Eden could be appointed by Mr Millar. He declined that adjournment and confirmed that the leaseholders were seeking a Tribunal appointment.
13. Ms Condren confirmed that she was still seeking to be released from her appointment. Essentially since her report in December 2025 she has maintained the status quo until the application could be determined. Ideally if released she would need a couple of months to finalise and hand everything over.
14. Mr Ruth had no questions for Ms Condren although stated he and the other leaseholders were grateful for all she had done. Mr Millar had no questions in connection with her appointment being discharged.
15. It was agreed given Mr Millar now supported the appointment of Mr Eden the application made by the leaseholders represented by Mr Ruth would stand on the papers and we would hear from Mr Eden.
16. Mr Eden confirmed it was his statement at [602-605] and he stood by that.
17. The Tribunal questioned him.
18. He confirmed he last visited Albert Court a couple of months ago when dealing with the check out of a tenant from Flat 10. He had previously managed Flat 10 on a letting basis so was no longer managing and did not manage any other flats in the block currently.
19. He confirmed he had no block management qualifications. His company, of which he is a director (iMove Property Agents Ltd, trading as iMove Block Management, company no. 12342905 – hereafter “**iMove**”) had been undertaking block management since 2021. It now managed about 42 developments, comprising a mix of leasehold and freehold properties. The largest was a retirement development of 50 leasehold flats.

20. He had not read the lease. When questioned about the role of a Tribunal appointed manager he indicated he did not understand the logistics but would take responsibility for compliance.
21. He indicated he complied with the RICS code but was not aware there was a new edition. He did not know the Code had statutory authority.
22. He stated iMove's complaints procedure was on its website. He thought he had to do all the management himself, and was seemingly not aware he could use his company. He has a Barclays bank client account.
23. He confirmed he would be happy to be appointed. Initially he suggested just 12 months but then stated potentially two years might be required. He proposed a VAT inclusive fee of £5,500. He thought this was sufficient.
24. iMove has a team of 5 staff members including himself who undertake block management. The company employs 14 people in total.
25. He was referred to an earlier decision on 10 December 2024 [277-281] when the Tribunal had previously declined to appoint him manager of this Property and reference to applying to become a member of the Property Institute. He explained the application had lapsed and given there was no legal requirement, he had not re-applied.
26. He confirmed he ensured he had membership of the Property Ombudsmen for block management. He had indemnity insurance for his company (iMove) for £1 million. This covered directors and officers so he thought it would cover this appointment although he had not specifically checked.
27. He confirmed new business had come from word of mouth save for one new development from a longstanding developer client.
28. On questioning by Mr Millar he confirmed he uses brokers to find insurance and utilities contracts. He confirmed he would listen to all interested parties
29. Mr Ruth had no questions for Mr Eden.

Decision

30. We thank the parties for their attendance and submissions. We have taken account of all within the bundle.
31. It is unfortunate that Ms Condren had been unable to complete the external redecorative works. This was due to the failure by Millsam Developments Limited to pay the service charge demands for such

major works. As we reminded Mr Millar, he should be ensuring that his company pays its dues. If he was unhappy with the actions of Ms Condren he should have applied to the Tribunal.

32. We have considered whether we should discharge Ms Condren. We note all the leaseholders consider she has done a good job in managing. It is plain from what this Tribunal has seen (and was recognised in the decision on December 2024) that she had undertaken a significant amount of work. On balance we are satisfied that we should discharge her management.
33. We further considered whether Mr Eden should be appointed. Whilst the freeholder and all leaseholders supported his appointment, this Tribunal has to be satisfied that the appointee is a suitable person to be so appointed to act as a Tribunal manager. We were not satisfied that Mr Eden was.
34. We were concerned that Mr Eden did not understand what the role entailed. The Tribunal was surprised he had not looked at a lease for the Property or visited specifically to plan for today and his appointment. The Tribunal believes he ought to be aware from his previous attendance the type of questions he would receive. Despite this the impression the Tribunal had was that he was woefully unprepared for the questions asked. We would have expected for him to have given thought to his management plan, to have produced a copy of his indemnity insurance and to have checked he was covered by the same for acting as a Tribunal Appointed Manager. It appeared to this Tribunal that little or no preparation had been undertaken. He had not even discussed matters with Ms Condren to understand the current position.
35. Moreover, Mr Eden did not appear to have any awareness of the Tribunal's Practice Statement on the Appointment of Managers, the opening paragraph of which identifies its purpose as being *'to give leaseholders, prospective Managers, and landlords, an indication of the Tribunal's expectations of a proposed Manager...'* Each of the matters raised above (and canvassed with Mr Eden in questioning from the Tribunal) is identified in that Practice Statement, and many more besides.
36. Overall we were not satisfied that Mr Eden demonstrated he was a suitable person to be appointed currently as a Tribunal Appointed Manager.
37. That is not to say Mr Eden may not be an entirely suitable manager. Mr Millar has indicated he would look to instruct a manager and given Mr Eden has the support of the leaseholders this may be a route the parties could explore. Certainly Mr Millar should be under no misapprehension that it was the conduct of his company that led to the original appointment and if they do not ensure there is proper

management moving forward then the leaseholders could make a fresh application and find a manager to nominate.

38. We therefore direct that Ms Condren's management shall cease on 30th June 2026. Ms Condren shall be responsible for preparing final accounts up until that date and shall send same to all leaseholders and the freeholder. Such accounts shall include details of any ground rents she may have collected and whether same have been off set to pay service charges owed. If any party owes any balance they shall pay the same within 14 days of demand. If any leaseholder is in credit as at the 30 June 2026 such monies shall be repaid to whomever has paid.
39. For the avoidance of doubt up until 30 June 2026 Ms Condren remains appointed under the terms of the previous order.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.