



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

Case reference	:	LON/00AW/LVM/2026/0002
Property	:	117 Holland Road, Kensington, London, W14 8AS
Applicant	:	Anna Sanhedrin Wieczkowski (Tribunal appointed manager)
Representative	:	In Person
Respondents	:	Veronica Senior (Flat A) Anna Bagirian (Flat B) Bharania Commercial Real Estate Ltd (Flat C) Woldtown Ltd (Flat D) Katalin Csillagh (Flat E) Estmanco (Holland Road) Limited (Freeholder)
Representative	:	In person
Proposed Managers	:	Peter Cobrin Simon Wainwright
Representative	:	In person
Type of application	:	Variation of Order for appointment of manager
Tribunal members	:	Judge Robert Latham John Stead BSc Hons MSc Clifford Piarroux JP
Date and Venue of Hearing	:	15 May 2026 at 10 Alfred Place, London WC1E 7LR
Date of decision	:	26 May 2026

DECISION

Decisions of the Tribunal

The Tribunal varies the Management Order which was made on 19 April 2024 as follows:

(i) On 26 May 2026, Mr Simon Wainwright FRICS will replace Ms Anna Sanherin Wieczkowski as Tribunal appointed Manager of the property at 117 Holland Road, Kensington, London, W14 8AS;

(ii) Mr Wainwright's appointment will extend to 31 March 2029 and will be on the terms of the Management Order annexed to this decision.

(iii) Ms Sanherin Wieczkowski is given liberty to apply to the Tribunal for directions in respect of any outstanding litigation involving this Property.

(iv) Ms Sanherin Wieczkowski is directed to handover the sum of £2,000 to Mr Wainwright by 26 May 2026 which she is holding in the service charge account.

(v) Each tenant shall pay £500 to Mr Wainwright by 12 June 2026 to ensure that he has adequate funds to manage the Property.

The Application

1. On 19 April 2024, a First-tier tribunal ("FTT") made an order appointing Ms Anna Sanhedrin Wieczkowski to manage 117 Holland Road, Kensington, London, W14 8AS ("the Property") for a period of three years from 22 April 2024. On 19 April 2026, Ms Sanhedrin Wieczkowski applied to discharge or vary the order.
2. In her application, Ms Sanhedrin Wieczkowski describes the reasons for making the application. She has concluded that it is impossible for her to continue with the management of the block. Upon her appointment, she began to address an ongoing issue concerning a short-term letting of Flat C, owned by Bharania Company Real Estate Ltd ("Bharania"). Following the appropriate procedures, in October 2024, two applications were submitted to the FTT regarding breaches of lease by the owner of Flat C. One concerned the letting of the flat without a suitable licence, and second related to service charge arrears (LON/00AW/LBC/2025/0640 and LON/00AW/LSC/2025/0861). In apparent retaliation, the owner of Flat C submitted an application to discharge her from her post (LON/00AW/LVM/2024/0605). That application was dismissed. The legal costs associated with this matter were paid from the service charge funds. Subsequently, the owner of Flat C issued four county court claims; two against the Manager and two against her management company, Brackenbury Property Management Ltd, seeking to recover service charge payments and compensation. Three other leaseholders of the

block have expressed dissatisfaction that service charge funds were used to cover legal costs in the case LON/00AW/LVM/2024/0605. They have suggested that she should personally bear these expenses and have demanded a refund of £3,800. Communication with the leaseholders had now broken down irretrievably. Four leaseholders deferred payment of service charges. Mr Bharania (Flat C) and other leaseholders have posted negative online reviews relating to the Manager and her solicitor and lodged two official complaints. The Manager has also received verbal abuse over the phone. Three leaseholders had indicated their intention to join Mr. Bharania's County Court claims against the Manager and her company. These events have caused the Manager and her colleagues considerable stress and financial loss over recent months. An additional factor is that in June 2025, her personal circumstances changed. She became a single mother and is no longer able to dedicate the time and energy that this Property requires.

3. On 13 January 2026, Ms Bowers gave Directions at a Case Management Hearing ("CMH"). Two managers are now proposed as alternatives to replace Ms Sanhedrin Wieczkowski:

(i) Ms Sanhedrin Wieczkowski proposes that Mr Peter Cobrin (Westbury Residential) should be appointed. This appointment is supported by the lessee of Flat A.

(ii) Mr Simon Wainwright FRICS (jpw Real Estate) is proposed by the lessees of Flats B, D and E.

4. Ms Sanhedrin Wieczkowski has filed a bundle (303 pages) to which reference will be made in this decision. Both Mr Cobrin and Mr Wainwright have provided management plans, draft management orders and the other materials required by the Appointment of Manager Practice Statement (July 2023). On 14 May 2026, the lessee of Flat A served a Statement of Case.

The Hearing

5. Ms Sanhedrin Wieczkowski, Mr Cobrin and Mr Wainwright appeared in person. They all evidenced a common desire to help the lessees to address the problems which have prevented the effective management of the Property. Both Mr Cobrin and Mr Wainwright gave evidence. They are both experienced property managers who have been appointed as Managers by FTTs on a number of occasions. Both confirmed that they were willing to be appointed as Manager despite the history of discord amongst the tenants. Both urged the lessees to look to the future.
6. Mr Cobrin recognised that he was at a disadvantage in that he only had minority support from the lessees. He suggested at an early stage of the hearing that he might withdraw. The Tribunal urged him to remain

indicating that whilst we would have regard to the wishes of the tenants, the majority view did not necessarily prevail. In making an appointment we would also have regard to which proposed Manager was best equipped to manage the Property and the charges that they would levy. The Tribunal also indicated that their respective charges were not the determinative factor. Inevitably, when lessees turn to the Tribunal for the appointment of a Manager, the management costs are likely to be higher because of the practical difficulties that the Manager will need to address. However, if a Tribunal appointed Manager is able to resolve the management problems that have led to the appointment, it is always open to the lessees to appoint the Manager under a normal management agreement outside the supervision of this Tribunal. Such costs are likely to be lower.

7. The Property is a Victorian terraced house which has been converted to create five flats. The leases were granted in 1981 and 1982. Each lessee has a share in Estmanco (Holland Road) Limited ("the Freeholder"). The Freeholder is also the Management Company under the leases. The position of the lessees is as follows:

(i) Flat A (the basement Flat): Ms Veronica Senior is the lessee and appeared in person. She acquired her lease in January 1992 and occupies her flat. She has always paid her service charges. In 2024, Ms Senior was the sole lessee who had applied for Ms Sanhedrin Wieczkowski to be appointed as Manager. Ms Senior has sought to ensure that the Property is managed strictly in accordance with the terms of her lease. However, she has not felt able to take an active role in the Freehold Company. She is satisfied with the manner in which Ms Sanhedrin Wieczkowski is managing the Property and supports the appointment of Mr Cobrin. She was concerned that Mr Wainwright would favour the three lessees who had proposed him. She also felt that Mr Cobrin would be more assertive in addressing the management of the Property ("he has more fire in his belly" and "was more of a pit bull terrier"). Mr Wainwright recognised the importance of establishing a good relationship with Ms Senior.

(ii) Flat B: Ms Anna Bagirian acquired the leasehold interest in March 2025. She occupies her flat with her partner, Mr Vaagn Avakyan, who represented her. Mr Avakyan is the sole director of the Freehold Company/Landlord. They are up to date with their service charges. They favour the appointment of Mr Wainwright who they consider to be "very professional". Ms Bagirian is pregnant. They both look forward to a quiet life.

(iii) Flat C: Since April 2023, the lease has been held by Bharania Commercial Real Estate Ltd ("Bharania"). Mr Shekhar Bharania is the sole director. Flat C was not represented at the hearing. However, at the CMH, the Company was represented by Ms N Zia, a solicitor from Mantra Chambers. It is a term of the leases that the flats should be used as "a single private residence" (Clause 3(8)). A Lessee is required to

obtain the written consent of the Lessor if they wish to sublet (Clause 2(E)). Bharania initially used the flat for Airbnb. It is currently sublet to Connect Lettings & Management Limited who have an agreement with Westminster City Council. The flat is currently occupied by a British Bangladeshi family. Bharania has not obtained the written consent for this subletting. The Manager has a pending application (LON/00AW/LBC/2025/0640) in respect of this. On 13 February 2026 (LON/00AW/LSC/2025/0861), a FTT found that interim service charges of £4,315.90 were payable for 2024/26 and £4,927.60 for 2005/26. A FTT has subsequently made a penal costs order under Rule 13(1)(b) of the Tribunal Rules. The Tribunal questioned both Mr Cobrin and Mr Wainwright as to how they would deal with this rogue lessee.

(iv) Flat D: Since 2016, this lease has been held by Woldtown Ltd. The Company was not represented at the hearing. The lessee has sublet the flat and obtained the requisite consent. It is up to date with the service charges. Ms Claudia von Fellenberg is the contact for the Company. Her role in the Company is not entirely clear. Ms von Fellenberg was unable to attend the hearing as she is in Switzerland. On 2 March 2026, she signed the Statement supporting the appointment of Mr Wainwright. On 14 May, Ms von Fellenberg sent an email to the tribunal confirming her support for the appointment of Mr Wainwright.

(v) Flat E: Since March 2023, this lease has been held by Ms Katalin Csillagh. She attended in person. She was accompanied by Mr Monteiro de Barras, her partner. They occupy the flat with their daughter. She is up to date with her service charges. She supports the appointment of Mr Wainwright.

The Law

8. Section 24(9) of the Landlord and Tenant Act 1987 provides that on the application of any person interested, the tribunal may vary or discharge (whether conditionally or unconditionally) a Management Order. The manner in which the tribunal should exercise this discretion was considered by the Court of Appeal in *Orchard Court Residents' Association v St Anthony's Homes Ltd* [2003] 2 EGLR 28.
9. We remind ourselves that Part II of the 1987 Act is a “problem solving jurisdiction” (see *Chuan-Hui v K Group Holdings Inc* [2021] EWCA Civ 403; [2021] 1 WLR 5981 per Henderson LJ at [29]). In *Kol v Bowring* [2015] UKUT 530 (LC), HHJ Gerald noted at [22] that the purpose of appointing a manager is to:

“...enable that property to be managed subject to the control of the tribunal in circumstances where the landlords’ management or discharge of its obligations under the provisions of the lease have been found wanting. Looking at matters very broadly, the whole purpose of the jurisdiction is to enable the FTT to ensure

that what has hitherto been done inadequately and perhaps improperly is done adequately and properly”.

The Background

10. The background to this application is the failure of the five lessees to fulfil their responsibilities as members of the Freehold Company. In February 2024, there was only one director, namely Ms Kripa Desai, the lessee of Flat 2. She was selling her flat. At a general meeting of the Freehold Company, Ms Desai decided not to appoint Michael Carrington Property Management Ltd as managing agents.
11. Ms Senior therefore made her application for the appointment of a Manager. The application was determined on 19 April 2024. None of the other lessees nor any representative of the Freehold company attended the hearing. By its decision, dated 19 April 2024, the FTT appointed Ms Sanhedrin Wieczkowski as Manager for a period of three years.
12. At the hearing, Ms Senior raised a number of concerns:
 - (i) Lessees have carried out alterations to flats without permission or supervision;
 - (ii) Flats are being let through Airbnb and occupants were causing a nuisance, including by excessive noise and littering with objects such as condoms and cigarette butts, but no action is being taken against this.
 - (iii) Other lets have been made on terms inconsistent with the lease.
 - (iv) Service charge budgets were being set without any consultation.
 - (v) Service charge demands had not been sent out for 2022-23.
 - (vi) Excessive interim service charges had been demanded.
 - (vii) Insurance premiums were excessive as the building reinstatement value had been overestimated.
 - (viii) Lessees who had recently purchased their flats had not been charged any service charges.
 - (ix) There were damp penetration and drainage problems which had not been addressed.
13. In the absence of any other lessee attending the hearing, the FTT felt unable to make any findings on these issues. The subsequent developments are set out in Ms Sanhedrin Wieczkowski's application (see [2] above). It is apparent that the significant problem is the failure of Bharania to comply with the terms of its lease.

14. Whilst the three lessees who were present at the hearing did not agree on who should be appointed as Manager, they had common cause against Bharania. They all agreed that the new Manager should take such steps as are necessary to ensure that Bharania complies with the terms of its lease and pay its service charges. The current arrears are some £18,000. £5,000 of this relate to the penal costs which have been awarded to Ms Sanhedrin Wieczkowski in respect of the application in LON/00AW/LSC/2025/0861.
15. The Tribunal notes that on 11 February 2026, Mrs Bowers issued a determination in LON/00AW/LAM/2023/0009. She directed that each lessee should pay £1,800 to Ms Sanhedrin Wieczkowski to ease her cashflow problems. Ms Sanhedrin Wieczkowski has not found it necessary to demand these payments.

The Tribunal's Determination

16. This Tribunal only appoints a manager as a last resort when it is apparent that this is just and convenient to ensure that a property is properly managed. We are satisfied that Ms Sanhedrin Wieczkowski has done her best to seek to address the management problems which have inflicted this Property. All the lessees agreed that a Tribunal appointed Manager is required. The Tribunal is satisfied that the Management Order should be extended until 31 March 2029, which is the end of a service charge year.
17. Both the Tribunal and the lessees put a number of questions to both Mr Cobrin and Mr Wainwright. It was apparent that either Manager would find it difficult to meet the high expectations of Ms Senior who would expect the leases to be enforced to the letter.
18. The Tribunal is satisfied that the Manager will need to address the following issues:
 - (i) Collecting arrears of service charges from Bharania and ensuring that it complies with the terms of its lease. Both Mr Cobrin and Mr Wainwright outlined the steps that they would take to ensure that the service charges are paid. They recognised that forfeiture was a remedy of last resort. However, the Tribunal considers that this remedy should be open to the manager. Mr Avakyan, the sole director of the Freehold Company, confirmed that the Landlord agreed that this was an appropriate remedy of last resort.
 - (ii) Establishing a good working relationship with the lessees. The Manager would need to nurture a relationship of trust and confidence.
 - (iii) Establishing strict impartiality in managing the Property.

- (iv) Ensuring that the finances are put on a sure footing and that a planned maintenance programme is prepared. Ms Sanhedrin Wieczkowski has prepared a budget for 1 April 2026 to 31 March 2027. She has collected the first quarterly interim service charge. She is currently holding £2,000 in the service charge account which she will transfer to the new Manager. The new Manager will require an injection of funds from the lessees to have sufficient funds to manage the Property until the next quarterly interim service charge becomes payable. Neither manager is requiring a handover fee.
19. The Tribunal was impressed by both Mr Cobrin and Mr Wainwright. Both are experienced managers who have a track record as Tribunal appointed Managers. Both understood their responsibilities. We would have been happy to appoint either of them in place of Ms Sanhedrin Wieczkowski.
20. Mr Cobrin's fees were somewhat higher than those of Mr Wainwright. Mr Cobrin has been willing to lower his charges. However, the level of fees is not a critical factor for us. The lessees accepted that they would need to pay the higher fees of a Tribunal appointed Manager. The Management Order need not last for three years if the lessees cooperate with the Manager and look to the future, rather than be distracted by the problems of the past.
21. The deciding factor for the Tribunal is that three lessees favour Mr Wainwright, whilst only Ms Senior favours Mr Cobrin. The four lessees confirmed that their positions were the same at the end of the hear as at the beginning, despite the detailed questioning of the two Manager. The Tribunal is satisfied that Mr Wainwright will go out of his way to establish a good working relationship with Ms Senior.
22. The Tribunal were informed that by 22 May 2026, Ms Sanhedrin Wieczkowski has been directed to notify the Tribunal whether she wishes to proceed with her breach of covenant application against Bharania in LON/00AW/LBC/2025/0640. All the lessees confirmed that the Manager should compel Bharania to comply with the terms of the lease. However, Mr Wainwright should be substituted as applicant.
23. Mr Wainwright provided a draft Management Order. The Tribunal discussed a number of amendments at the hearing. Both Mr Wainwright and/or the three lessees who attended the hearing are at liberty to notify the tribunal (at London.RAP@justice.gov.uk) of any suggested amendments by no later than 2 June 2026.

Judge Robert Latham
26 May 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 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).



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

Case reference : **LON/00AW/LVM/2026/0002**

Property : **117 Holland Road, Kensington, London, W14 8AS**

Applicant : **Anna Sanhedrin Wieczkowski (Tribunal appointed manager)**

Respondents : **Veronica Senior (Flat A)**
Anna Bagirian (Flat B)
Bharania Commercial Real Estate Ltd (Flat C)
Woldtown Ltd (Flat D)
Katalin Csillagh (Flat E)
Estmanco (Holland Road) Limited (Freeholder)

Proposed Manager : **Simon Wainwright**

Type of application : **Variation of Order for appointment of manager**

Tribunal members : **Judge Robert Latham**
John Stead BSc Hons MSc
Clifford Piarroux JP

Date of Order : **15 May 2026**

MANAGEMENT ORDER

Interpretation

1. In this Order:

“The Property” means the flats, and other premises known as known as **117 Holland Road, Kensington, London W14 8AS** and registered at HM Land Registry under title number BGL11524 and shall include the building, outhouses, gardens, amenity space, drives, pathways landscaped areas, flower beds, passages, bin-stores, common parts, storage rooms basements, electricity and power rooms; and all other parts of the property.

“The Landlord” shall mean **Estmanco (Holland Road) 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 **26th May 2026** (“the start date”) and shall end on **31st March 2029** (“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 identified by the tribunal:
 - (i) Collecting arrears of service charges from Bharania and ensuring that it complies with the terms of its lease.
 - (ii) Establishing a good working relationship with the lessees, nurturing a relationship of trust and confidence.
 - (iii) Establishing strict impartiality in managing the Property.
 - (iv) Ensuring that the finances are put on a sure footing and that a planned maintenance programme is prepared.
6. 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 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.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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:
 - (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.

Contracts

13. 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 of this order.
14. 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.

Licences to assign, approvals and pre-contract enquiries

15. The Manager shall be responsible for carrying out those functions in the residential Leases concerning approvals and permissions, including those for sublettings, assignments, alterations and improvements, that the Leases provide should be carried out by the Landlord.
16. The Manager shall be responsible for responding to pre-contract enquiries regarding the sale of a residential flat at the Property.

Legal Proceedings

17. 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. As a last resort, the Manager may serve a Section 146 Notice and proceed to forfeiture.
18. Such entitlement includes bringing proceedings in respect of arrears of service charge and rent attributable to any of the Flats 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.

19. 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

20. The Tenants 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.

21. The sums payable are:

- (a) an annual fee of £600 per flat for performing the duties set out in paragraph 3.4 of the RICS Code (so far as applicable);
- (b) 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
- (c) VAT on the above fees.

Ground Rent and Service charge

22. No ground rent is payable.

23. The Manager shall collect all service charges and insurance premium contributions payable under the Leases, in accordance with the terms and mechanisms in the Leases.

24. 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; and
- (d) alter the accounting year and to collect arrears of service charge and insurance that have accrued before their appointment.

25. To ensure that the Manager has adequate funds to manage the Property, the Manager may immediately collect £500.00 from each Tenant. Any sum

demanded by the Manager shall be payable within 28 days. This is not a handover fee, but rather to be credited to the service charge accounts of the Tenants.

26. 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

27. 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

28. 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.
29. 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.
30. 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.
31. 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

32. The Landlord must comply with the terms of this Order.
33. 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.

34. 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.
35. 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.
36. Within 28 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
 - (b) all funds relating to the Property including uncommitted service charges and any monies standing to the credit of a reserve or sinking fund.

DIRECTIONS TO MANAGER

37. 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

38. To protect the direction in paragraph 33 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) **BGL11524**.

“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 33 of an Order of the Tribunal dated 15 May 2026 have been complied with”

Registration

39. The Manager must make an application to HM Land Registry for entry of the restriction referred to in paragraph 38, within 14 days of the date of this Order.
40. 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

41. 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

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

Insurance

43. The Manager must maintain appropriate building insurance for the Property in the name of the Landlord and ensure that the Manager's interest is noted on the insurance policy.
44. 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

45. 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 ground rent, 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

46. The Manager must:

- (a) By 1st January 2027 draw up a planned maintenance programme 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.

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

Reporting

48. 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

49. 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).

50. 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.

51. 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

See the attached schedule of additional fees

117 Holland Road, London W14 8AS
Court Appointed Manager Fees & Charges

	Service	Description	Gross Charge	Comments
1	Basic Management Fee - includes 4 inspections per annum		£720.00	£600 + VAT per unit
2	Additional inspections above 4 per annum		£300.00	Rate per inspection £250 + VAT
3	Time based charge (TBC) rates for additional services (time base charges are charged in 6-minute intervals) with timesheet upon request.	Director	£330.00	Rate per hour £275 + VAT
4		Associate	£210.00	Rate per hour £175 + VAT
		Surveyor	£150.00	Rate per hour £125 + VAT
		Accountant	£114.00	Rate per hour £95 + VAT
5	Mobilisation and handover fee		Nil	Site take on or handover per flat
6	Section 20 Leaseholder Consultation, Notices and Administration - Major Works		3.6%	3.0% of the contract sum plus VAT
7	Preparing specifications, obtaining tenders administering and managing works and payments costing more than the Agreed Expenditure Limit - Major Works Fee		10.8%	9.0% of the contract sum plus VAT
8	Preparing and responding to statutory notices and dealing with statutory consultations.	Time based charges ("TBC")	TBC	Rate per hour
9	Attending at courts and tribunals including First Tier Tribunal	Time based charges ("TBC")	TBC	Rate per hour
10	Providing replacement keys / key fob (inclusive of cost of key/fob/RC)	Keys Key Fobs	£30.00	£25 + VAT
		Remote controls	TBA	Price on request - depends on model
11	Preparing Year End Service Charge Accounts	Accountancy Charge including preparing Trial Balance	£300.00	£250 + VAT
12	Advising on and dealing with assignments of leases, subletting, and change of use requests.		TBC	Time based charges
13	Preparing schedules of dilapidation or condition for individual dwellings and demises.		TBC	Time based charges or Fixed Fee
	Licences & Permits	Description	Gross Charge	Comments
14	Licences to alter	Receiving applications and initial review	£480.00	£400 + VAT
15	Licences to alter	Issuing licence and monitoring works	TBC	Time based charges plus inspection fee
16	Licence to assign		£270.00	£225 + VAT
17	Licence to sub-let		£270.00	£225 + VAT
18	Providing accommodation for meetings and inspections of documents.		£120.00	per hour for the 1 st hour
			£60.00	per hour for subsequent hours
19	Working outside normal office hours at the leaseholder's or resident's request		TBC	Time based charges
20	Advising on termination and handover of management and service contracts		TBC	Time based charges
21	Enforcement of a covenant in the lease against another tenant on behalf of the landlord;		TBC	Time based charges, plus legal costs
22	Costs arising in connection with a breach (or alleged breach) of the lease;		TBC	Time based charges, plus legal costs

23	Costs arising from non-payment of a sum due to the Manager;	First reminder letter	£0.00	
		Second reminder letter	£108.00	£90 + VAT
	Enquiries	Description	Gross Charge	Comments
24	Enquiries of the managing agent prior to the sale or in connection with the arrangement of a mortgage;	Initial enquiries - LPE1	£474.00	£395 + VAT
		Initial enquiries - LPE1 - response time 48 hours	£690.00	£575 + VAT
		Additional enquiries	£180.00	£150 + VAT
25	Enquiries for re-mortgage		£270.00	£225 + VAT
26	Notice of Mortgage		£210.00	£175 + VAT
27	Notice of Assignment or Transfer		£180.00	£150 + VAT
28	Notice of Charge		£180.00	£150 + VAT
29	Certificate of Compliance (if inspection required)		£540.00	Rate per inspection £225 + VAT
30	Certificate of Compliance (service charge only)		£270.00	£225 + VAT
31	Deed of Covenant		£216.00	£180 + VAT
	Company Business Services	Description	Gross Charge	Comments
32	Carrying out duties of a Company Secretary < 40 units		£600.00	per annum
33	Issuing Share Certificate		£138.00	Per certificate
34	Membership Certificate Fee		£90.00	Per certificate
	Insurance Charges	Description	Gross Charge	Comments
35	Insurance commission	Where JPW arranges insurance we will receive a commission from the insurance company	15.00%	This is paid by the insurance company to JPW
36	Obtaining quotations, advising on cover, placing insurance and recovering premium sums. Advising on and handling insurance claims	No charge where JPW receives commission from the insurance company otherwise time-based charges		
37	Handling insurance claim where JPW is the appointed insurance broker	Where JPW arranges insurance we will receive a commission from the insurance company	£0.00	No charge where JPW is the appointed insurance broker
38	Handling insurance claim where JPW is not the appointed insurance broker	Where JPW does not arrange insurance or receive a commission.	TBC	Time based charges (TBC)
39	Insurance Reinstatement Cost Assessments	Fixed Fee to be quoted per property based declared value	TBA	
		Building Reinstatement Cost up to £1,000,000	£960.00	
		Building Reinstatement Cost £1,000,000 - £1,500,000	£1,320.00	
		Building Reinstatement Cost £1,500,000 - £2,500,000	£1,800.00	
		Building Reinstatement Cost £2,500,000 - £5,000,000	£2,040.00	
		Building Reinstatement Cost £5,000,000 - £7,500,000	£2,520.00	
		Building Reinstatement Cost £7,500,000 - £10,000,000	£2,880.00	
		Building Reinstatement Cost £10,000,000 - £15,000,000	£3,360.00	
		Building Reinstatement Cost £15,000,000 - £20,000,000	£3,840.00	
		Building Reinstatement Cost £20,000,000 - £25,000,000	£4,560.00	
		Building Reinstatement Cost £25,000,000 - £30,000,000	£5,400.00	

		Building Reinstatement Cost over £30,000,000	£6,240.00	
	Disbursements	Description	Gross Charge	Comments
40	Postage	At Royal Mail standard rates		
41	Dealing with overseas telephone calls and faxes.	Calls charged at standard BT call rates		
42	Copying documents	For a copy of the lease	£30.00	
43	Copying documents - colour	Insurance policies, accounts and other documents	£0.49	Per sheet
	Copying documents - black & white		£0.31	
44	Couriers			Charged at standard DHL rates
45	Travel expenses	Public Transport		Standard Fare Rates
		Taxis		TfL Fare Rates
		Cars / Vans	£0.54	current HMRC approved mileage rate + congestion charge + parking
		Air Travel		Economy rates
46	Venue Hire for meetings	Recharged at cost		
47	Credit Card Processing & Transaction Charges	Recharged at cost		
48	Land Registry	Recharged at cost		
49	Utilities – plans and documents	Recharged at cost		
50	Mobile phones for site-based staff	Recharged at cost		
51	KYC and AML compliance	Recharged at cost		

Agreed Expenditure Limit = £250 per flat

1. All fees and charges include the addition of VAT at the standard rate prevailing at the date of our invoice, unless otherwise stated.
2. In the case of time-based charges we will provide you with an estimate for the amount of time we anticipate will be required to handle the matter and ask for a sum to be paid on account in advance of the service being provided. Any surplus sums will be repaid to the client and we will advise if the amount of time expended exceeds the payment on account, before this occurs.
3. *The fees charged in connection with applications are charged in advance and are due whether the application is consented or refused.
4. Our variable charging rates are subject to annual review on 1st January in each year and you will be advised of any changes in advance.
5. All Administration Charges and will be accompanied by a summary of the leaseholder's rights and obligations.
6. A lease may allow for the recovery of legal costs incurred in courts and or tribunals to be recovered from an individual leaseholder. This can arise on occasion from two scenarios:
 - a. costs arising from non-payment of a sum due to the landlord; and/or
 - b. costs arising in connection with a breach (or alleged breach) of the lease.

Where a client or tenant is liable to incur such costs, we will notify you in advance.

7. TBA = To be advised

8. TBC = Time based charges