



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

Case References	:	HAV/21UH/LVM/2026/0001
Property	:	Parklands, Little London, Heathfield, East Sussex, TN21 0BA
Applicants	:	Jonathan Willmott (Flat 1) Kim Carmichael (Flat 2/3) Suzanne Thomson (Flat 5)
Manager		Gary Pickard
Respondent	:	Hullwell Limited
Interested Persons	:	Martin Jenner (Flat 4) M Jenner (Flat 4)
Type of Application (both)	:	Variation of Appointment of Manager Section 24 of the Landlord and Tenant Act 1987
Tribunal Member	:	Judge J Dobson
Date of Decision	:	15 th April 2026

DECISION

Summary of the Decision

- 1. The Tribunal varies the Order appointing the Manager by extending the term of the Order until 30th June 2028.**
- 2. The Respondent shall pay to the Applicants the fee for the application to the Tribunal by 13th May 2026.**

Background

1. Parklands, Little London, Heathfield, East Sussex, TN21 0BA (“The Property”) is described as a large 3 storey early 20th century building (the Building”) which was converted into and consists of 4 flats let on long leases. There are large grounds- it is said 4.2 acres- and a long driveway.
2. The freeholder Respondent is a lessee- owned company. It is understood that each flat is entitled to 1 membership of the Respondent and a lessee of each flat is a director of the company. It will be identified that 3 such members and directors, so a majority, are Applicants.
3. The Applicants are therefore the lessees of 3 of the 4 flats. The Interested Persons are the lessees of the 4th flat.
4. The management of the Property was historically undertaken by the freeholder company but it is apparent that issues arose. An application was by the lessee of Flat 1 for a Manager to be appointed by the Tribunal.
5. The Tribunal appointed Mr Gary Pickard as a Tribunal Appointed Manager from 30th May 2024 pursuant to Section 24 of the Landlord and Tenant Act 1987 (“the 1987 Act”). That was for a term of a little over 2 years, ending on 30th June 2026, so a relatively short period.
6. The Order took the usual current approach of specifying the purposes of the Order. Those were provided for as follows:

“The purpose of this Management Order is to provide for the management of the Property and in particular to:

 - Re-surface the driveway
 - Prepare a long term maintenance plan”
7. The Decision made at that time (“the 2024 Decision”) is not within the papers provided. However, it must have concluded that it was just and convenient to appoint a manager for the purposes identified in the Order and it must have been considered that the just over 2- year term

was likely to be a sufficient period to enable the purposes of the Order to be fulfilled.

8. The current position with the Property (as set out in the below application and supporting documents and not challenged) is that there is work to be undertaken to the Building in May of this year (subject to possible delay due to potential presence of bats to be checked for in May which it is implied may extend the time by a few weeks) by way of major works to address water ingress and to deal with a health and safety hazards caused by the condition of some of the vertical tiling, plus I understand that there is other urgent maintenance work that will be carried out. Given the cost of scaffolding, the works are to be undertaken in one go in order to utilise a set of scaffolding for all of the planned works rather than incur the scaffolding cost more than once.
9. There has been, it is said, a survey report produced by Mr Ross Pocock MRICS of Infinity Surveying which identified those matters as requiring attention and a schedule of works was prepared and has been provided. It is said that there been a consultation process carried pursuant to section 20 of the Landlord and Tenant Act 1985. A tender report was prepared in February 2025, with a contractor having been chosen which supplied the lowest of the quotes received. The overall cost for the works nevertheless amounts to some £168,627.72 inclusive of VAT and contract management fees and providing for a contingency of £15,000.00 plus VAT within that figure.
10. There is a need identified by the Manager to deal with some asbestos to an outhouse and there are fire regulatory matters to ensure are attended to
11. There has also been the intended start of a section 20 consultation regarding work to the driveway, although it was said that there as a need to re- serve notices. That may or may not have subsequently occurred- there is no immediately up to date information about that. Specifically, the consultation relates to testing. It is intended to then instruct a civil engineer. Mr Pickard has prioritised the major works to the Building above the works to the driveway.

The application

12. The Applicants have applied to extend Mr Pickard's appointment for a further period of 2 years pursuant to section 24(9) of the Act. That is in particular to enable planned major works to the Building and works to the driveway to the Property to be completed.
13. In addition to the application form itself, a bundle of 60 pages has been provided, including a specification for major works and tender documents. In addition, there is a report from Mr Pickard prepared for the specific purpose of the application and updating a previous report from November 2025.

14. The works are described as being more extensive than had been anticipated at the time of the Order. It is said that the major works are now ready to commence, but it is indicated will not be completed before the end of June of this year, so not by the end of the just over 2- year term of appointment. The Applicants are indicated to be confident in the Manager. The Interested Persons were said to have raised disputes about compliance, bills and aspects of work during the term of the Order, but it was unclear whether they would object to the extension of the term.
15. Directions were given on 16th February 2026. Those identified that it may be that there would no objection to the extension and that could be considered on the papers. Alternatively, that there may be an objection and more detailed directions required. The Directions enabled either the case to be determined if there were no objections or for additional directions to be given if required.
16. There has been an email received from Mr Jenner helpfully setting out his position as an Interested Person. I have considered that. The key point for immediate purposes is that no objection is raised to the term of the Order being extended. It is not entirely unclear whether Mrs Jenner, as I understand the other lessee of that flat to be, also agrees. However, there has been no separate communication and hence no objection to the extension of the term of appointment has been made.
17. There is no single bundle of documents with a single set of page numbering and so I avoid referring to page numbers within the different documents considered, to avoid unnecessary confusion. I identify the source of matters referred to only where I consider it necessary. I also record that the Tribunal has been mindful of the guidance of the Senior President of Tribunals to seek to keep decisions relatively short. The Tribunal finds it necessary to provide its findings and reasoning on the key issues of whether to extend the term of the Order and for how long but seeks to focus solely those. That still requires some discussion and explanation.

The Leases

18. The provisions of the leases of the flats were no doubt considered where relevant to the 2024 Decision. I have not been provided with any lease and there has been no suggestion that any specific provisions are relevant to determining this application. I therefore cannot identify any benefit in seeking a copy of a lease and repeating those provisions in this Decision. I have no doubt that in 2024 the Tribunal considered the lease in the course of making the 2024 Decision to appoint.

The Law

19. The relevant statutory provisions in respect of applications regarding the appointment of managers are found in s24 of the 1987 Act. Much of

that relates to the initial appointment of a manager. The original Order in 2018 was made pursuant to section 24(1) of the 1987 Act.

20. The part which relates to variations of an order, including applications to discharge and applications to extend, is section 24(9) and section 24(9A). In combination, they provide as follows:

“(9) The appropriate tribunal 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, the tribunal may be order direct that the entry shall be cancelled.

(9A) the tribunal shall not vary or discharge an order under subsection (9) on the application of any relevant person 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.”

21. Certain of the words and phrases are explained or expanded upon in subsequent subsections of section 24 of the 1987 Act. Later subsections address the extent of the premises and the extent of the powers of the manager. The opening provision of section 24 of the 1987 Act enables the Tribunal to give to the manager such powers as it considers appropriate, not limited to those given to the freeholder under the Lease. That applies both to the initial appointment and at such other time as the Tribunal may consider the powers of the manager and any variation to them.

22. The principal case authority cited to the Tribunal in relation to extension of the appointment of a manager is that of *Orchard Court Residents Association v St Anthony's Homes Ltd* [2003] EWCA Civ 1049. The key point is made in part of the judgment of Keene LJ in paragraph 14, where it is said as follows:

“I quite accept that, in exercising its discretion under section 24(9), a Tribunal must have regard to relevant considerations; that is trite law. But when one looks at paragraphs 20 and 21 of the Tribunal’s decision, it is quite clear that this Tribunal did have such regard. However, section 24(2) did not require it to be satisfied that at least one of those thresholds had been passed. Nor can I see any reason why this particular type of variation, the extension of a manager’s term, should have to meet the criteria in section 24(2). Mr Heather has conceded that there is no limit on the length of time for which a manager may be appointed in the first place. In those circumstances, why should one require the section 24(2) tests to be met all over again simply because a variation is sought which will extend his term of appointment?”

23. Whilst the Tribunal is aware of the other caselaw in relation to appointments of managers and applies that generally, no examples

were cited by the parties or otherwise require, the Tribunal considers, discussing specifically.

24. The question for the Tribunal to consider as explained above is whether extending the term of the appointment is just and convenient. There is no need to examine any other criteria which might have rendered an appointment appropriate in the first place (although whilst there is a set of what are sometimes called threshold criteria after the meeting of which the question is one just and convenient, there can also be an original appointment on the Tribunal concluding that to be just and convenient without any of the specific threshold criteria also being met).
25. Given that lack of an extension would return the management of the given property to the freeholder (or relevant equivalent), the scope for the recurrence of circumstances which resulted in the order being made is necessarily also a significant consideration, although if the Tribunal were not varying an order or discharging one and were simply allowing an order to end, that would not be engaged directly.

Consideration

Extension of the term of the Order

26. I have noted that the Applicants believe that the extension and for a period of 2 years is necessary to ensure that both the planned major works and the driveway works are completed and to ensure that the management of Parklands continues to comply with the various legal and statutory requirements.
27. I am persuaded in relation to the former. I am less convinced about the latter. They are also not the only considerations.
28. I note that, as quoted above, there was a general purpose of the Order, being the management of the Property in a wide sense. There were two particular purposes. The undertaking of major works to the Property where required is not referred to specifically but is a reasonable step to take in the circumstances, I find, and falls within the wider management of the Property.
29. That said, I note that as yet there has been no progress nearly 2 years in with the two particular purposes of the Order. The driveway work is intended in the future but currently has not been undertaken. No reference is made at all to a long- term maintenance plan.
30. There is a level on which I have some doubt as to whether there is an ongoing need for the appointment of the Manager at all. Whereas there was 1 applicant in the earlier proceedings, as identified near the start of this Decision and as the header to the proceedings indicates, 3 of 4 members of the Respondent company and directors of the Respondent

are now Applicants and so implicitly are keen for the works to be undertaken.

31. As identified in the Directions, the Respondent must act through its directors. A board resolution in favour of a given step will enable and require the company to take that step, subject of course to the step being one which the Lease permits being taken. The lessees have powers in their capacity as members exercisable by resolutions at general meetings, but the obvious assumption to make is that the lessees will have the same aims in their capacity as members as they do in their capacity as directors.
32. Consequently, subject to the protections provided by the law for minority shareholders where appropriate- and the Respondent having the relevant power to take steps pursuant to the leases- a course of action with which the majority are agreed will be the course of action followed. If, for example, that majority wished the driveway works to be undertaken, that decision could be made and the Respondent could demand the service charges required to meet the reasonable costs.
33. It is not obvious that a Manager appointed by a Tribunal is required. In contrast, there is a good argument that the Respondent itself or a managing agent employed by the Respondent could take the appropriate steps.
34. There is a difference between a Manager and a managing agent. The agent is just that, it must follow the instructions of its principal, that is to say the Respondent. A Manager appointed by the Tribunal in contrast will make his or her own decisions. Agreement or objection from the freeholder is not required. However, if the Manager is following a certain course and the members/ directors, or a majority of them, would follow the same course, it is questionable what the appointment of a Manager adds to the process.
35. One obvious addition is cost- in general it will be more expensive for there to be a Tribunal appointed Manager than it would be to employ a managing agent and of course more expensive than the Respondent dealing with matters itself. That said, the Manager's fees are not especially high in this instance and so the difference may at least not be some great as it can be.
36. In addition, I note Mr Jenner also agrees with a sentiment expressed on behalf of the Applicants that the works may not be completed without the continued appointment of Mr Pickard. That point carries some weight. Notwithstanding my above observations, I accept that the ability of the Respondent to undertake the work is not necessarily the same as success in actual practice.
37. I also note that Mr Jenner in his email not objecting, explains that he accepts some past misunderstanding as to obligations and identifies positives since the appointment of Mr Pickard, for example emphasise

placed on appropriate use of communal areas. I do nevertheless pause to make the quite obvious observation that the provisions of the leases are there to be followed. Unless and until they may be altered, it matters not whether any given lessee might wish to act differently nor who that may be. Nor indeed does it matter whether a majority wish to act differently to the Lease: the Lease given what must be done.

38. On balance I determine that the continuation of the appointment of Mr Pickard for a further period is just and convenient.
39. That is to enable the major works to the Building and to enable the driveway works to be completed and to ensure that the long-term maintenance plan is now prepared.
40. I consider that the fact that Mr Pickard has organised the relevant matters in respect of the major works, that it is a surveyor instructed by him who has provided the specification and it is Mr Pickard who has subsequently been in contact with the successful contractor combine to make it appropriate that the Manager should continue to deal with the major works.
41. Those points cannot be made with regard to the driveway works in the same manner. As those have not yet progressed more than marginally on the evidence I have received, in principle the Respondent, whether via an agent or otherwise, could deal with those works in the same manner. Nevertheless, the driveway works are one, as noted, of the specific identified purposes of the Order. It was considered appropriate for the Manager to attend to those works.
42. There has been no change which I consider alters that. The fact that as matters stand the Respondent could attend to the works and the members support that is a potential change but on balance, I consider is not sufficient to remove the Manager from dealing with the driveway works. The fact that on the information before me the Manager has not yet commenced the works or progressed towards the undertaking the works and nearly 2 years has elapsed is also a potential change. It is not a physical change, but it has potential to change the weight to be given to aspects of the wide situation one way or the other dependent upon the circumstances.
43. I accept the point made by the Applicants that the Tribunal was not aware in 2024 of the need for major works to the Building. If there were not the major works required additionally then the lack of progress with the driveway works would lend some weight to refusing to extend the term. Given the fact of the major works, that is not effect on this occasion. The major works provide a sufficient reason for delay to the driveway works and sufficient for it to remain appropriate for the Manager to attend to the driveway works.
44. The lack of a long- term maintenance plan does weigh against continuation of the Order rather than weigh in favour of it.

45. Despite the preparation of such a plan being one of the two “particular” purposes of the Order, I have seen no evidence that such a plan has been prepared or that preparation of it has even commenced and specifically have not been provided with a copy of any such plan.
46. In contrast, it will be identified that whilst I have accepted the completion of the major works which have been arranged to be a reason to extend the appointment now that they are about to be undertaken, I do note that the only specific set of works identified in the Order is the driveway works.
47. Otherwise, the Manager was to sort out a plan for works more generally but was not specifically required to arrange for them to be undertaken. The logic that I have accepted in the Manager arranging the major works as part of the wider management of the Property does not detract from the requirement to fulfil the particular purpose of the Order and prepare that maintenance plan.
48. A survey report, whatever it may cover- and as I have not seen the one prepared I cannot know- is not a maintenance plan. It will indicate works needed which would sensibly be included in maintenance plan and may help to guide the planning, but it is not the plan itself.
49. The report by Mr Pickard prepared for the purpose of the application states that “further works will be required in due course to the balance of the building probably within the next 2-3 years dependant upon weather conditions” but does not indicate what those are and again is certainly not sufficient to amount to the long- term maintenance plan the preparation of which was one of the particular purposes of the appointment.
50. There has been no explanation for the failure and there has been ample time for a plan to be prepared. I decide the application on the evidence the parties have chosen to present. I cannot invent an explanation where none is provided to me.
51. The concern on the lack of explanation, which is what I have, must be whether the Manager has misunderstood the Order or become distracted or does not have the resources to specific tasks required in the Order in addition to the general management. I make no findings: I have nothing on which I properly could.
52. Preparation of that plan must be progressed and completed as soon as practicable. The fact of progress with major works in the near future does not render that preparation not practicable earlier or contemporaneously.
53. There are various other points made by the Applicants and contended to support the extension of the term. Some do and others do not. However, none of them carry more than modest weight and so do not alter the outcome of this Decision. In the main, there is consequently no need to say anything about them.

54. I do record that it appears to be common ground that there has been some reduction in disputes since Mr Pickard's appointment. The Applicants refer to that. So too does Mr Pickard and to a lesser extent Mr Jenner. It is entirely sensible that a lack of past history and a degree of distance may both help. In contrast, it can be difficult for persons with properties in close proximity, with the emotions which often comes with properties and with any history of disagreements to see past all that. That does therefore go to support the continuation of the appointment.
55. I simply add the cautionary note that there is a limited life span to the point and that the Order appointing a manager will end in due course and the parties involved in the Property have to continue to engage constructively, seeking to avoid impediments to that. The fact that the application documents and Mr Jenner's email demonstrate disagreement between Mr Willmott and Mr Jenner indicates that a very close look will need to be taken at avoiding the impediments to engaging constructively and that personal differences and historic matters will need to be set aside and a sharp focus placed on the merits of engaging constructively. That is for the benefit of the immediate individuals and the others with interests in the Property.
56. It should be made clear that I seek to make no specific findings about any matter the subject of disagreement. It is not necessary to so for the purpose of this Decision. I trust that the view of the Tribunal about how parties should deal with each other and matters about the Property is abundantly clear.
57. Hence, overall the weight is certainly in favour of continuing the appointment of the Manager and extending the term, although not all of it was.

The length of the extension

58. I have particularly considered the question of whether the appropriate period is one of 2 years or a different period.
59. I am mindful that it will in general terms be preferable for the lessees for whom the major works are expensive to not face the payment of other significant sums any more swiftly than necessary. That would support a degree of delay to the driveway works or at least them not being undertaken with alacrity.
60. However, it cannot be forgotten that the appointment of a Manager is an interference with the property rights of the freeholder Respondent and that ought not to happen for longer than appropriate. Equally, insofar as there is greater cost involved in the ongoing management of a property by a Tribunal- appointed manager, that ought not to continue for longer than necessary.
61. It is to state the obvious that there could in principle have been some more progress with the driveway works. However, on the premise that

the major works have been identified and are required and on the basis that works to the Building may reasonably be given greater priority than works to the driveway, I accept that there is an explanation for why the driveway works have not moved forward further. I am mindful that tender prices provided by contractors will envisage the works being undertaken in no longer than the next few months. So, I also accept that it is appropriate for that stage of a consultation process not yet to have been reached, given the major works and their cost.

62. Nevertheless, I consider that once the major works to the Building have been completed, there needs to be a pro-active approach to the undertaking of the driveway works. The parties- not least the Manager in the unlikely event that he requires reminding- are reminded that there is no need to wait for the estimates from contractors within a section 20 consultation process before seeking at least some of the funds likely to be required. In general, it is preferable for funds to be accumulated at an even rate over a period of time. Whilst there is only limited scope for that here in the time involved, the collection of some of the funds as soon as practicable and the remainder in an appropriate manner in the remaining period before the placing of the contract for the driveway works may be considered by the Manager to be a suitable approach to take.
63. It of course follows that the lessees will face further expense in the relatively near future for the driveway works having also borne the significant expense of the major works to the Building. That is regrettable but also necessary to ensure that the identified works are carried out.
64. I do not know enough about the driveway works which may be undertaken to know whether only certain seasons and/ or conditions will facilitate that. However, from now until the end of an additional 2 years, there will be 2 full cycles of seasons. I can accept that an extension of only 1 year may well not be sufficient to enable the driveway works to be completed. I also consider working in part years would be unusual and possibly problematic.
65. Hence my agreement is to an extension of the term of the Order for the further 2 years sought.
66. I do not consider that the requirement on the Manager to prepare a long- term maintenance plan which has not yet been prepared lends any weight to a 2- year extension as opposed to a 1- year extension.
67. Such preparation ought not to be an unduly lengthy task. If that were all that is required, a period of 6 months would suffice and rather less may be feasible. A year would be more than ample. There might need to be further survey evidence but with the emphasis on avoiding that beyond necessary. There would be consideration given to timetabling dependent upon priority and cost. However, that is not an unusual task

for a property manager to undertake. It would need time devoted to it but should not be unduly complex.

68. I add only for the avoidance of doubt and I hope somewhat unnecessarily that I consider that long term means just that. The Order is not precise. However, a further 2 years is to my mind a short time in property management terms, something in the region of 5 years would be mid- term and a longer period than that- perhaps 10 years ideally- would be long- term. I accept of course that matters will be more unpredictable as time passes. However, obvious cyclical matters such as redecoration ought to be able to be planned for and general experience, perhaps if necessary supplemented by survey evidence, should enable a reasonable estimate of the likely life- span of other elements.
69. Hence, I consider that in fulfilling the particular purpose of the Order set in 2024 to prepare a long- term maintenance plan, the Manager needs to prepare a plan for the next 10 years as far as practicable.
70. It is to be hoped that the planning of the works required in the coming years following completion of the immediate major works and the driveway works, will enable sensible budgeting and collection of funds in a manner which avoids lessees facing large and immediate demands. I have not checked a lease about the ability to hold a reserve as none has been provided to me but even if there is no such provision, it may be that is one of the things that the parties can sensibly agree and which could on the footing of universal agreement be implemented. I must leave that for the parties to address in due course remembering my reference to them working constructively.
71. It will probably come as no surprise that I would have been disinclined to grant any longer extension of the Order.
72. I also cannot dictate what approach the Tribunal should take were a further extension to be sought. I can indicate for my own part that unless the driveway works cannot be undertaken because funds which have been requested amply in advanced have not been paid, I do not consider the lack of completion of those works would then be enough to avoid the lapse of the Order at the end of the extended term. Other reasons why the driveway works have not been undertaken would be unlikely to persuade me to grant an extension.
73. If there remains no planned maintenance programme that would make me all the more likely not to grant an extension- it would be unlikely to be just and convenient to extend the term if the Manager had still not undertaken one of the “particular” tasks set for him and one which is not reliant on significant funds.

Order

74. The Tribunal therefore makes an Order extending the term of the appointment of the Manager by a further 2 years until 30th June 2028.

Costs and refund of fees

75. The Applicants have not made any application pursuant to section 20C of the Landlord and Tenant Act 1985, seeking an order that legal costs incurred by the freeholder in respect of this application should not be recoverable through service charges. Neither has any other party.
76. There is consequently nothing for the Tribunal to address in relation to that.
77. It is not entirely clear whether the Applicants wish there to be an order for the fee paid for the issue of the application to be ordered to be repaid to them by any other party.
78. However, it is obvious that in order to obtain an extension of the term of the appointment an application was required and that has succeeded. The appointment reflects previous issues with the management of the Property by the Respondent and it is to the Respondent to which management would return but for the extension being granted.
79. The Tribunal perceives that if the Applicants did not require the particular order they can simply not seek the repayment. If they do seek the repayment, their majority as members and directors of the Respondent will enable that to be easily attended to.
80. In those circumstances, I order the Respondent to repay the initial application fee to the Applicants.

RIGHTS OF APPEAL

1. A written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case at the Regional office which has been dealing with the case by email at rpsouthern@justice.gov.uk.
2. The application for permission to appeal must arrive at the Regional office within 28 days after the date this decision is sent to the parties.
3. 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.
4. The application for permission to appeal must state the grounds of appeal and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.