



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

Case References	:	HAV/00HQ/LAM/2025/0618
Property	:	9, 9A & 9B Chester Road, Poole, Dorset, BH13 6DE
Applicants	:	Anthony Darling-Smith & Zoe Darling-Smith
Respondents	:	(1) Ivan Johnson (2) Robert Blundy & Nadav Jacoby
Type of Application	:	(1) Application under Section 24 of the Landlord and Tenant Act 1987 for the appointment of a manager. (2) Application under Section 20C of the Landlord and Tenant Act 1987. (3) Application for the reimbursement of the Tribunal application and hearing fee.
Tribunal Members	:	Regional Surveyor J Coupe FRICS Deputy Regional Judge C Skinner Mr D Cotterell FRICS
Date & Venue of Hearing	:	1 April 2026 Bournemouth Combined Courts of Justice
Date of Decision	:	20 July 2026

DECISION

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SUMMARY OF DECISION

- (1) The application for an appointment of a manager is dismissed.**
- (2) The application for an Order pursuant to Section 20C of the Landlord and Tenant Act 1985 is refused.**
- (3) The application for reimbursement of the Tribunal application fee and hearing fee is refused.**

The reasons for the Tribunal's decision are set out below.

REASONS

Background

1. The Applicants hold a long leasehold interest in the property registered as 9B Chester Road, Poole, BH13 6DE (Flat 9B), such interest having been acquired in September 2021.
2. The Applicants seek an order from the Tribunal for the appointment of a manager of the property known as 9, 9A & 9B Chester Road, Poole, BH13 6DE ("the Property") under s.24 of the Landlord and Tenant Act 1987 ("the 1987 Act").
3. The nominated manager is Mr Ivan Johnson. Mr Johnson holds a long leasehold interest in Flat 9A Chester Road, Poole, BH13 6DE.
4. Mr Johnson is also the first Respondent in this matter, by virtue of holding a fifty percent interest in the freehold of the Property.
5. The joint freeholder of the Property, and second Respondents in this matter are Robert Blundy and Nadav Jacoby, who oppose the application. Mr Blundy and Mr Jacoby hold a long leasehold interest in Flat 9 Chester Road, Poole, BH13 6DE
6. The Property is a three storey house that has been converted into three self-contained flats. Each of the parties, and the proposed manager and his wife, occupy one of the flats.
7. Management of the Property has historically been collectively undertaken by the joint freeholders. However, in recent years there has been increasing disagreement relating to the management of the Property, which has led to this application.
8. Against that background, on 13 April 2025, the Applicants initiated the preliminary stage of an application for the appointment of a manager pursuant to section 24 of the Act by serving on the freeholders a Notice under section 22 of the Act ("the Notice"). The Notice indicated that the Applicant intended to apply for an order for the appointment of a manager

of the subject premises and specified the grounds on which the Tribunal would be asked to make the order.

9. The specified grounds, set out in the Second Schedule of the Notice, are –
 - (i) The freehold are in breach of lease DT276829 – Fifth Schedule – Lessors Covenants – despite requests for essential maintenance since September 2023.
 - (ii) Mr Jacob Nadav and Mr Robert Blundy have advertised on Rightmove and a for-sale sign is erected in their garden. We have no confidence our requests for essential works and associated costs will be passed to the new Freeholders.
 - (iii) Mr Jacob Nadav and Mr Robert Blundy have accused us; via email, of breaching our lease. They have done this without supplying any evidence despite our email request for this information.
10. The Notice set out the matters on which the Applicants relied to establish the above grounds and the steps required to remedy those matters. The Applicants state that the grounds have not been remedied.
11. On 21 November 2025, the Applicants made an application to the Tribunal under Section 24 of the Act. The grounds of application being alleged breaches of the Lessors covenants, an allegation that the freehold is not functioning; and allegations of inappropriate behaviour on the part of the second Respondents.
12. On 9 December 2025, the Tribunal issued Directions for the conduct of the application preparatory to a final hearing.
13. The Tribunal was provided with a hearing bundle extending to 380 electronic pages. References in this determination to page numbers in either bundle are indicated as [].
14. A second bundle, titled ‘Respondents Combined bundle’, extending to 216 pages, was also provided. The Applicants objected to the inclusion of some of the pages in the second bundle. As a preliminary matter, it was agreed that the Tribunal would work from the first bundle, with reference to the second bundle where necessary. In the event, there was no dispute as to the information before the Tribunal.
15. The Tribunal did not inspect the Property as it was neither considered necessary nor proportionate. The bundle contained photographic evidence. Neither party requested an inspection.
16. These reasons address in summary form the key issues raised by the parties and those salient to the Tribunal’s decision. The reasons do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal’s view, are critical to this decision. In writing this decision the Chairman has had regard to the Senior President of Tribunals Practice Direction – Reasons for Decisions, dated 4 June 2024.

Relevant Legislation

17. Section 24 of the act provides (so far as material) –
- (1) the appropriate Tribunal may, on an application for an order under this section, by order (whether interlocutory or final) appoint a manager to carry out in relation to any premises to which this Part applies –
 - (a) such functions in connection with the management of the premises, or
 - (b) such functions of a receiver,or both, as the Tribunal thinks fit.
 - (2) The appropriate Tribunal may only make an order under this section in the following circumstances, namely –
 - (a) where the tribunal is satisfied –
 - (i) that any relevant person either is in breach of any obligation owed by him to the tenant under his tenancy and relating to the management of the premises in question or any part of them or (in the case of an obligation dependent on notice) would be in breach of any such obligation but for the fact that it has not been reasonably practicable for the tenant to give him the appropriate notice, and
 - (ii)
 - (iii) That is just and convenient to make the order in all the circumstances of the case;
 - (ab) where the tribunal is satisfied –
 - (b) where the tribunal is satisfied that other circumstances exist which make it just and convenient for the order to be made.

The Lease

18. A copy of the lease relating to Ground Floor Flat Rear, 9B Chester Road, Poole, dated 24 May 2000, was provided. The lease grants a term of 99 years commencing on 29 September 1999. (185)
19. The Lessors covenants are contained within the Fifth Schedule.
20. By clause 5(i) the landlord covenants to afford the lessee quiet enjoyment of the flat without interruption by the landlord. (193).
21. Clause 5(ii) provides that the landlord will, at all times during the term, keep in good and substantial repair and condition the roof and roof timbers, foundations, outside walls, chimneys, drains, gutters and downpipes.

22. Clause 5(iii) requires the landlord to paint, at least once every five years, all outside parts of the building.
23. Clause 5(iv) requires the landlord to maintain full comprehensive insurance for the building, in the joint names of the lessor and the lessee, for its full reinstatement value, with a reputable insurer, and to provide the policy and receipt to the lessee upon request.

The Hearing

24. The hearing took place at Bournemouth Combined Courts of Justice on 1 April 2026, from 10:00am.
25. The Applicants, Mr and Mrs Darling-Smith, and the second Respondents, Mr Blundy and Mr Jacoby, attended in person.
26. Mr Johnson, in his capacity as lessee, joint freeholder, and the proposed manager also attended.
27. Mrs Christine Johnson represented her husband in his capacity as the first Respondent. No other party was represented.
28. The hearing was recorded and such stands as a record of proceedings.

Preliminary Matters

29. Pursuant to Rule 10 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, Mrs Zoe Darling-Smith was joined as an Applicant to the application.
30. The Tribunal considered some of the documentation prepared by the parties may have been generated or finalised via the use of artificial intelligence. The Tribunal therefore questioned all parties regarding the extent of that use and to make sure the parties understood that it was encumbant on them to check the accuracy of any material generated through the use of AI.
31. The Tribunal was advised by the second Respondents that they had used AI only to check the material they had already prepared. The Tribunal noted that as a consequence of the AI use, a significant amount of material was duplicated across the two hearing bundles. The resulting repetition was unnecessary and served only to increase the documentation without corresponding benefit, thereby causing inconvenience to both the Tribunal and the parties.

Evidence and Submissions

Breach of clause 5(i) - Quiet enjoyment

32. **Applicants:** The Applicants allege that the second Respondents are in breach of clause 5(i) – *“At all times during the term to allow the Lessee (so long as he shall pay the rents hereby reserved and perform the covenants herein contained) to have quiet enjoyment of the Flat without interruption by the Lessor or any person claiming under or in trust for the Lessor.”*

33. The Applicants rely upon allegations of inappropriate conduct by the second Respondents which they claim amount to a breach of their quiet enjoyment of their home. Several examples were advanced in support of those allegations. The Tribunal does not consider it necessary to recite the particulars of those allegations in this decision. It is sufficient to note that they included allegations of harassment, bullying, fraudulent conduct, coercive behaviour, and threats of forfeiture.
34. The Applicants further submit that the Respondents' collective failure to properly manage and maintain the Property in accordance with their obligations under the lease amounts to an interference with, and consequent breach of, the Applicants' covenant for quiet enjoyment.
35. **First Respondent:** In his capacity as a joint freeholder, Mr Johnson acknowledges that the management of the Property has effectively collapsed and considers the breakdown to be irretrievable. He states that his attempts to engage constructively with the second Respondents regarding the management and maintenance of the Property have been unsuccessful. In those circumstances, he concurs with the Applicants' position that the appointment of a manager by the Tribunal appears to be the only realistic means by which the current impasse can be resolved and the Property managed effectively going forward.
36. No comments on the issue of quiet enjoyment were advanced by Mr Johnson. However, Mr Johnson reiterated his support for the Applicants in all regards.
37. **Second Respondents:** Mr Blundy and Mr Jacoby deny the allegations advanced against them by the Applicants. They attribute the difficulties that have arisen, at least in part, to what they describe as unreasonable conduct on the part of the Applicants, and by Mr and Mrs Johnson, the particulars of which the Tribunal does not consider it necessary to rehearse in this decision. They maintain that they have remained willing throughout to engage in dialogue and discussions concerning the management of the Property, provided such engagement could be undertaken in a reasonable and constructive manner. However, they acknowledge that relations between the parties have become so strained that meaningful communication has, at times, proved impossible to achieve. They consider the Applicant's application to be without merit and vexatious, and they invited the Tribunal to strike it out.
38. **Tribunal:** The Applicant claims that the conduct of the second Respondents amounts to a breach of the covenant contained at (i) in Schedule 5 of the Lease [193]. The covenant sets out the Lessors obligation to allow the Lessee to have "quiet enjoyment" of the Property.
39. The Applicant has referred in general to the second Respondents' conduct amounting to a breach of that covenant. The basis for the claim that the covenant is in breach is set out within the Applicant's statement of case (72-73] and in summary relies on allegations that the dysfunctional freehold and inappropriate conduct of the second Respondents amounts to a form of harassment that results in a breach of the right to quiet enjoyment under the Lease.

40. At the hearing, the Tribunal questioned the parties understanding of what quiet enjoyment in the context of the Lease term meant and amounted to. Mr Johnson in evidence suggested it should mean a lack of stress when arriving at the Property and having an ability to agree a way to move forward with works required at the Property without the hostility and frustrations caused by the views and conduct of the second Respondents. The Applicant suggesting that it would amount to a constructive relationship and similar behaviour displayed by the Johnsons.
41. The evidence received by the Tribunal is that the tone and content of communications and inability to agree and get works approved was essentially the conduct that, Mr Johnson alleges, amounted to a breach of the right to quiet enjoyment.
42. The Tribunal does not find a breach of the Lease in respect of a breach of the right to quiet enjoyment. The Applicant's submissions on this point appear to be based on understandable misunderstanding of the legal concept of quiet enjoyment under a lease. Quiet enjoyment is not a right to a peaceful life at the property. It is not a right to effective management of the lease nor a right to some form of agreement or resolution to matters that are contentious or disputed under the lease.
43. The evidence clearly demonstrates a total breakdown in relationship between the Applicant and second Respondents. The tone and content of the second Respondent's emails at times are undoubtedly frustrating and not helpful or constructive to the management of the obligations under the Lease. The inability to resolve these matters will have been extremely frustrating and to an extent will have affected the enjoyment of owning and residing at the Property.
44. However, a legal right of quiet enjoyment refers generally to the ability to peaceful physical occupation of the property without inference from the Landlord. It is a right to not have visits without prior notice or having a landlord enter the property without permission. It is a right to not have utilities cut off or have the carrying out of disruptive repairs without proper notice. It can certainly include acts of harassment, intimidation and threatened illegal eviction from the property but these are all acts that interfere with the physical occupation of a property and a tenant's ability to peacefully occupy a property without unreasonable interruption.
45. Therefore, on the evidence presented, the Tribunal finds no breach of the quiet enjoyment covenant as the evidence does not support an allegation that the second Respondent's conduct was attempting to interfere with that physical occupation right. The Tribunal makes clear; this finding is strictly in relation to the lease term and will not extend to cover other potential disputes between the parties where allegations of harassment and nuisance in a different context may be argued.

Breach of clause 5(ii) - To keep the property in good and substantial repair and condition

46. **Applicants:** The Applicants allege that the second Respondents are in breach of clause 5(ii) – *“At all times during the term to keep in good and substantial repair and condition the roofs and roof timbers (as defined in Clause 4(iv) hereof) the foundations and all outside walls and any*

chimneys of the Building including all drains gutters and downpipes.”

47. The Applicants acquired Flat 9B in September 2021, at which time they were advised, by way of a LPE1 and Notice pursuant to Section 20 Landlord and Tenant Act 1985, that the freeholder intended carrying out works of repair and maintenance to the Property.
48. In or around February 2022, the joint freeholder and the Applicants agreed to commission a RICS surveyor’s report (“the Report”) to ascertain the condition of the Property, from which repairs could be prioritised. The cost of the survey was to be shared equally between the three flats.
49. On 31 March 2022, Talis Surveying Limited undertook an inspection of the Property for this purpose. A copy of their Report appeared at page [217] of the bundle.
50. The Applicants alleged that the Report identified multiple points of disrepair, with recommendations as to remedial work required. They allege that the second Respondents repeatedly refused to undertake most of the repairs and maintenance identified. In contrast, they state that Mr Johnson, the joint freeholder (and proposed manager) demonstrated a willingness to undertake the necessary repairs.
51. The Applicants state that due to an irretrievable breakdown of the relationship between the joint freeholders in 2022, no substantive maintenance or repair works were undertaken thereafter. As a result, the Property continued to deteriorate and is now in a further state of disrepair. They rely on photographic and video material which they state show defects including holes in rendered surfaces, rotten timber fascia boards, flaking paintwork, defective guttering, and slipped roof tiles. The Applicants assert that these defects are consistent with, and were identified in, the surveyor’s Report.
52. The Applicants rely on email correspondence since 2023, which they state demonstrates the significant and ongoing breakdown in communication between the freeholders. Whilst the first Respondent, Mr. Johnson, has expressed a willingness to instruct contractors to undertake the necessary maintenance and repair works, the second Respondents, Mr Blundy and Mr Jacoby, have not. The parties have therefore reached an impasse, with the result that no maintenance or repair works are being carried out. Consequently, the freehold is no longer being managed effectively and is unable to function as intended, necessitating the appointment of a manager appointed by the Tribunal.
53. The Applicants have explored the appointment of an independent managing agent. However, given the small size of the building, they experienced difficulty in locating a suitable firm willing to accept the appointment. Moreover, those managing agents who initially expressed an interest in acting subsequently withdrew their interest, citing concerns arising from the contentious relationship between the parties.
54. The second Respondents have advertised their flat for sale. The Applicants are concerned that any prospective purchaser may not be informed by the second Respondents of the outstanding works and the costs associated with those works.

55. **First Respondent:** Mr Johnson supports the Applicants in their position. Further, Mr Johnson accepts, in his capacity as joint freeholder, that the lessor has failed to keep the property in good and substantial repair as per Lessor's covenants.
56. **Second Respondents:** The Respondents deny that they are in breach of their obligations to keep the Property in good and substantial repair.
57. The Respondents refer to work of repair and maintenance they have carried out to the front part of the building. Further, they assert that they made clear to the Applicants that if "they wished to arrange and fund work themselves, they were welcome to do so" and that they "have never obstructed this". [83]
58. The Respondents contend that the RICS surveyors Report concluded that the Property was in a good condition overall, citing an overall conclusion by the surveyor that any "defects evident are generally common characteristics of a property of this type and age."
59. **Tribunal:** Talis Surveying Limited produced an independent 'Condition Report for External Building Elements' ("the Report") following their inspection of the Property in March 2022. Both parties relied on the findings of the Report. The Applicants asserted that the identified defects have not since been remedied, whilst the second Respondents argued that the conclusion of the Report was that the Property was overall in a good condition, reflective of its type and age.
60. The Report identified a range of defects, including deficiencies to the roof and rainwater goods, cracking to a rendered wall, flaking paintwork, and the failure of external decorative finishes, amongst other matters. These defects were comprehensively documented and supported by photographic evidence throughout the Report.
61. In 'Conclusions & Recommendations', the surveyor advised:
- "Taking account of this reports findings we consider the defects evident are generally common characteristics of a property of this type and age along with poor workmanship and works that when complete will enhance the property and future proof." [236]
62. The Tribunal was provided with email correspondence and further photographic evidence, said to have been taken by the Applicants on 2 January 2026. The photographs depicted, amongst other matters, peeling paintwork, defective guttering, slipped roof tiles and decayed timber fascia boards. A quotation for roofing works, dated 21 October 2024, was also submitted in support of the Applicants' case.
63. It was common ground between the parties, and likewise between the joint freeholder, that the substantial majority of the works identified in the March 2022 Report, and subsequently illustrated in part by the photographic evidence produced in 2026, had not been carried out.
64. Accordingly, the Tribunal is satisfied, on the basis of the March 2022 RICS Report, the subsequent photographic evidence, and the parties' admission

that very few repairs and maintenance works have been undertaken since 2022. Accordingly, the Tribunal finds that the freeholder is in breach of the covenant contained in paragraph 5(ii) requiring them to keep the relevant parts of the building in good and substantial repair.

65. The Tribunal is satisfied that whilst a property may be in good standing, subject only to defects characteristic of its age, this does not preclude a finding that it is nevertheless in need of repair and maintenance. The two are not mutually exclusive.

Breach of clause 5(iii) - External painting

66. **Applicants:** The Applicants allege that the second Respondents are in breach of clause 5(iii) – *“As often as shall be reasonably necessary and at least once every five years paint all outside parts of the building usually painted.”*
67. **First Respondent:** Mr Johnson accepted that the entirety of the building had not been painted within five years and admitted that the freeholder was in breach of their obligations.
68. **Second Respondents:** The Respondents deny that the freeholder is in breach of their covenant to paint the exterior of the building as often as may be necessary and, in any event, at least once every five years. They state that they renewed the external paintwork to what they describe as “our section” of the property in 2024 [83]. They further assert that the Applicants likewise repainted “their section” in 2024. The Respondents contend that the lessees of Flat 9A, namely the co-freeholder and proposed manager, are the only parties who have failed to carry out external redecoration to “their section” of the property.
69. **Tribunal:** The evidence before the Tribunal, including the surveyors Report, photographs and the oral evidence at the hearing of all three parties, indicates that the exterior of the Property has not been fully decorated within the preceding five years. Accordingly, the Tribunal finds that there has been a breach of the relevant covenant.
70. The Tribunal does not accept that the repainting by individual parties of their respective sections of the building amounts to compliance with the obligation under the lease to decorate the building as a whole. No evidence was produced of any binding agreement or established arrangement whereby responsibility for external decoration had been apportioned between the parties on a sectional basis. In those circumstances, responsibility for compliance with the covenants remains with the freeholder. The Tribunal further considers that Mr Johnson, as a joint freeholder, must bear an equal share of responsibility for the failure to ensure compliance with the lease obligations.

Breach of clause 5(iv) – Buildings Insurance

71. The Applicants allege that the second Respondents are in breach of clause 5(iv) *“At all times during the term to keep the Building fully comprehensively insured in the joint names of the Lessor and the Lessee in the full reinstatement value thereof with an insurance company of repute and a copy of the Policy and current receipt to be produced to the*

lessee on demand.”

72. The Applicants state that Mrs Darlington-Smith identified errors in the insurance policy which she sought to correct. The second Respondents refuted this version of events and accused Mrs Darlington-Smith of “meddling in freehold concerns” and that her involvement “almost made us uninsurable”. The first Respondent, as throughout, supported the Applicants.
73. **Tribunal:** The Tribunal was presented with insufficient evidence to establish the alleged breach of Clause 5(iv). Although the Applicants relied upon email exchanges, which they considered confrontational, the parties advanced differing accounts of the relevant events at the hearing. While concerns regarding a continuing lack of transparency formed part of the broader background, those concerns did not substantiate the specific allegation under Clause 5(iv). Accordingly, the Tribunal was not satisfied that this specific alleged breach had been made out.

Findings on the first requirement for the appointment of a manager

74. In relation to the first requirement of section 24(2), and for the reasons stated in the preceding paragraphs, the Tribunal is satisfied that the Applicants have established a breach of a relevant person of an obligation owed by that person to the tenant under their tenancy and which relates to management of the premises, namely the failure to, at all times, keep in good and substantial repair and condition the roof and roof timbers, foundations, outside walls, chimneys, drains, gutters and downpipes, and, as often as shall be reasonably necessary, and at least once every five years to paint all outside parts of the building usually painted.
75. The threshold of the first requirement is satisfied by establishing a single relevant breach.

Just and Convenient

76. **Applicants:** The Applicants submit that the freehold management arrangements are no longer functioning effectively. They contend that the joint freeholders, each holding a 50% interest in the freehold, have been unable to work together since 2022. As a consequence, they argue that the freeholders are incapable of jointly managing the property and discharging their respective obligations under the lease. The Applicants further submit that, absent the appointment of a manager, there is a real risk that breaches of covenant will continue and that the condition of the property will deteriorate further.
77. The Applicants make a number of criticisms of the second Respondents conduct. They allege that the second Respondents have engaged in inappropriate behaviour towards them and towards Mr and Mrs Johnson; have made misleading claims and statements; failed to obtain or act upon appropriate legal advice; inappropriately disseminated Tribunal documents; demonstrated a lack of understanding of their obligations and responsibilities; and engaged in unsuitable forms of communication.
78. The Applicants further contend that the second Respondents have contributed to increased costs by failing to take timely action in relation to

repairs and maintenance, have failed to implement an effective service charge regime, have not made provision for a reserve or contingency fund to meet anticipated roof repair costs, and have caused or contributed to a diminution in the value of the Property. In light of those matters, together with the circumstances set out elsewhere in this decision, the Applicants submit that it is just and convenient for a manager to be appointed by the Tribunal.

79. The Applicants also rely upon what they say are indications from the second Respondents that they are not opposed in principle to the appointment of a manager, although they acknowledge that the second Respondents opposed the appointment of Mr Johnson to that role.
80. **First Respondent:** Mr Johnson supported the Applicants' position.
81. **Second Respondent:** The second Respondents submit that the appointment of a manager by the Tribunal is neither necessary nor justified on the evidence submitted. They contend that the Tribunal should not be satisfied that it is just and convenient to make such an appointment. The second Respondents reiterate that they remain willing to engage constructively with Mr Johnson in his capacity as a joint freeholder. Alternatively, they state that they are prepared to consider the appointment of an independent manager who is acceptable to all leaseholders.

Findings on the second requirement for the appointment of a manager

82. **Tribunal:** Turning to the second requirement of section 24(2), the Tribunal must be satisfied that it is just and convenient to make the order (in all the circumstances of the case). Whereas the threshold of the first requirement is reasonably easy to establish, the threshold of the second requirement is rather higher. Tribunals have repeatedly stressed that the appointment of a manager is a remedy of last resort.
83. Having regard to the totality of the evidence and having heard from all parties, plus Mr Johnson in his capacity as a leaseholder, at the hearing, the Tribunal is satisfied that the Applicants have established that the current management arrangements at the Property are untenable.
84. The evidence demonstrates a sustained and entrenched breakdown in relations between the joint freeholders, such that they are unable to reach agreement on matters concerning the management of the building. Consequently, there has been little or no recent coordinated repair or maintenance of the Property, save for ad hoc works and limited painting undertaken independently by individual leaseholders.
85. The Tribunal is not persuaded that the parties are presently capable of working collaboratively in the interests of the Property as a whole. That is not to say that this situation could not change if the joint freeholders were willing to cooperate.
86. Whilst the Tribunal recognises that a building comprising only three flats, with resident freeholders, would not ordinarily require the appointment of a manager, still less a manager appointed by the Tribunal, the evidence

before it indicates that, in the absence of such an appointment, there is little realistic prospect of meaningful progress being made in relation to the management and maintenance of the Property.

87. The findings of this Tribunal are that we are satisfied that the circumstances exist which make it just and convenient to make an order appointing a manager in place of the joint freeholder.

Proposed Manager

88. **Applicants:** Having initially proposed the appointment of Mr Johnson as manager, the Applicants subsequently applied, by way of a case management application, for the substitution of Mr Wayne Baker of WBPM as the proposed manager. The Tribunal granted that application on 15 January 2026. A witness statement from Mr Baker is provided at page [47]. Mr Baker subsequently withdrew from the process. The Applicants assert that his decision to do so arose as a result of communication between the second Respondents and Mr. Baker, as evidenced in Mr Baker's 'resignation' letter dated 20th of March 2026, addressed to the Applicants [64].
89. On 23 March 2026, the Applicants applied by way of a case management application to reinstate Mr Johnson as the nominated manager, an application that was subsequently granted by the Tribunal.
90. The Applicants contend that Mr Johnson is a suitable person to be appointed by the Tribunal as manager. They submit that he has operated a contract cleaning business in the locality for approximately thirty six years and has, through that experience, demonstrated himself to be a reliable, respected and reputable business proprietor. The Applicants further contend that, notwithstanding the evident breakdown in the working relationship between the joint freeholders, Mr. Johnson has shown a willingness to address the management issues affecting the property and to discharge the obligations associated with the freehold. They submit that his personal interest in the property, should be regarded as an advantage rather than a disadvantage, given his intention to remain in occupation for the foreseeable future. In contrast, they note that the second Respondents have indicated an intention to sell their flat. The applicants also rely upon what they describe as Mr Johnson sensible proposals for the management of the Property and the safeguards he has proposed in relation to the exercise of his functions.
91. In the alternative, should the Tribunal conclude that Mr Johnson is not an appropriate appointee, the Applicants seek a stay in proceedings to enable them to identify and propose an alternative manager.
92. **Second Respondents:** The Respondents oppose the appointment of Mr Johnson as Tribunal appointed manager. They consider that Mr Johnson's status as joint freeholder, Respondent and leaseholder creates an "inherent and irremediable conflict of interest". [86]
93. The Respondents point to the Practice Guidance and Directions issued by the Tribunal where parties are advised that, typically, a Tribunal is unlikely to appoint a leasehold themselves to be the manager.

94. The Respondents point to Mr Johnson's lack of professional qualification in property management and his inability to demonstrate compliance with the Tribunal's criteria for a Tribunal appointed manager. They identify that Mr Johnson holds no professional indemnity insurance, describing such as fatal to the application.
95. The Respondents refer to a Lasting Power of Attorney for Mr Johnson, in favour of his wife, Christine Johnson. They state that Mrs Johnson is neither a leaseholder nor freeholder and should have no control over the management of the building.
96. The Respondents refer to alleged hostility directed towards them by Mr Johnson, citing an incident reported to Dorset Police.
97. While not opposed to an independent manager, a proposal of such to Mrs Johnson on 8 August 2025, was rejected by her on 19 August 2025.
98. **Proposed Manager:** Mr Johnson states that he and Mrs Christine Johnson have lived at Flat 9A Chester Road since 2011. They support the Applicants application for an appointment of manager. Mr Johnson accepts the nomination of proposed manager.
99. Mr Johnson's witness statement was at page [171] and his Management Plan at page [172].
100. Mr Johnson's Management Plan sets out how he intends to manage the Property, including by instructing Bennington Green to undertake an updated RICS survey of the building, manage the tender process, and project manage any work that may be required.
101. It is Mr Johnson's intention to engage the services of Riverside Escrow Services to hold and manage client monies.
102. Mr Johnson seeks an Order that each party transfers an amount of £13,672.00 to the escrow service account, within thirty days of the Tribunal order, the breakdown of which was provided at page [172-3].
103. Mr Johnson addresses the provision of quarterly accounts and how he intends to engage with the flat owners.
104. Mr Johnson's stated fees are £15.00 per hour, plus reasonable and associated travel costs.
105. During his appointment, Mr Johnson intends to explore alternative property management companies willing to undertake the management of a small block. Should no suitable managing agent be identified, he proposed that each flat owner should have equal right to participate in and vote on management decisions relating to the Property.
106. In oral submissions and in response to Mr Blundy, Mr Johnson acknowledged that he has no property management experience nor professional qualifications, that he does not hold professional indemnity insurance and that his wife holds a lasting power of attorney. Mr Johnson

asserted that as any contractors instructed to work on the Property would be required to hold professional indemnity insurance, there was no need for him to do so.

107. Mr Blundy asked Mr Johnson whether, in light of the police report filed against him in regard to his conduct, he considered himself to be a suitable appointed. Mr Johnson responded that he did.
108. Mr Jacoby questioned Mr Johnson on the involvement of Mrs Christine Johnson and in particular the consequences of the lasting power of attorney. Mr Johnson responded that he had undertaken works to his own property and hence would be able to manage works to the whole building.
109. The Tribunal asked Mr Johnson how he would respond if a lessee refused to pay a service charge demand. He was unable to provide an answer other than he did not know what he would do.
110. The Tribunal asked Mr Johnson about his proposed fee structure of £15.00/hour, suggesting such an arrangement to be unusual in a typical block management appointment. Mr Johnson indicated that he was satisfied with his fee proposal.
111. The Tribunal enquired as to the time Mr Johnson would be able to commit to this appointment, in particular asking about his working hours in his own business. Mr Johnson stated that he works six days per week, and approximately six hours per day. In response to a panel question, Mr Johnson stated that he did not know whether he would have sufficient time to undertake the appointment and, further, whether he would be able to cope.
112. **Tribunal:** The Tribunal is grateful to Mr Johnson for his willingness to stand as the proposed manager and for the candid and thoughtful manner in which he responded to questioning, which at times may have been uncomfortable.
113. For the reasons that follow, the Tribunal does not find Mr Johnson to be a suitable appointee.
114. The Applicants were provided with the Tribunal's Practice Statement on the Tribunal's consideration of who to appoint as a manager – revised version July 2023. The Applicant's do not appear to have taken regard of such guidance in their nomination of Mr Johnson.
115. Paragraph 6 of the Practice Statement provides that, before appointing a person as a manager, the Tribunal must be satisfied that the proposed appointee is free from any conflict of interest in taking up appointment. Both the Applicants and Mr Johnson accepted that his appointment would give rise to a perceived conflict of interest, contending that this would, in fact, be advantageous to all concerned. The Tribunal does not agree.
116. Relations between the parties have already deteriorated to a significant extent, giving rise to allegations and counter-allegations, and resulting in the involvement of Dorset police. In those circumstances, the Tribunal considers that the appointment as manager of an individual who is directly involved in the underlying dispute would be unlikely to promote

confidence in the management of the Property. Rather, it would risk exacerbating existing tensions and further inflaming the conflict between the parties.

117. Paragraph 8 of the Practice Statement provides that, save in exceptional circumstances, the Tribunal will not ordinarily appoint a leaseholder as manager. The Tribunal is not satisfied that the circumstances of the matter are exceptional. Rather, the evidence discloses an acute and longstanding breakdown in relations and communications between the parties. While the level of dispute is considerable, that itself does not amount to an exceptional circumstance justifying departure from the general principle that a leaseholder should not be appointed.
118. Paragraph 9 of the Practice statement set out six requirements for a proposed manager. These include membership of a professional body; an understanding of the duties of a manager as set out in the Service Charge Residential Management Code; a reasonable period of experience as a manager; professional indemnity insurance; a complaint handling procedure; membership of a client money protection scheme or alternative. Through questioning, and by way of Mr Johnson's own evidence, the Tribunal established that Mr Johnson did not meet any of these criteria.
119. Whilst the Tribunal found Mr Johnson to be a reliable witness who answered questions in a measured, candid and reasonable manner, it notes that he described himself as a reluctant candidate whose appointment was proposed only as a measure of last resort. He made clear that, had a viable alternative being available, he would not have agreed to stand for appointment.
120. The Tribunal also notes that, on more than one occasion during the hearing, it was suggested that Mrs Johnson would be able to assist with the day-to-day responsibilities involved in the management of the Property. The Tribunal does not regard such an arrangement as satisfactory. Any appointment would be personal to Mr Johnson, and the Tribunal would expect the manager to discharge the functions of that office himself.
121. Mr. Johnson operates his business and already works six days per week. The Tribunal accepts that these existing commitments are likely to limit the time he is able to devote to the management of the Property. In those circumstances, the Tribunal considers there to be a real risk that Mrs Johnson would, in practice, become substantially involved in carrying out management functions, notwithstanding that she would not be the appointed manager. The Tribunal does not consider that outcome to be appropriate.
122. The Tribunal records that, following the conclusion of the hearing and after other parties had left the courtroom, Mrs Johnson remained and sought to engage with the Tribunal regarding her willingness to assist her husband in the management of the Property. The hearing Clerk remained in the courtroom throughout. The Tribunal did not enter into any discussion with Mrs Johnson, other than to request that she leave.
123. Whilst the Tribunal draws no adverse inference from that incident alone, it did little to alleviate its concerns regarding the extent to which Mrs

Johnson might involve herself in the performance of any management functions were Mr Johnson to be appointed. On the contrary, the incident tended to reinforce the Tribunal's view that there is a real risk that Mrs Johnson would become involved in matters relating to the management of the Property, notwithstanding that she would not herself be the appointed manager.

124. For these reasons, the Tribunal does not find Mr Ivan Johnson to be a suitable manager to appoint in this matter.
125. The Tribunal declines to stay the proceedings to enable the Applicants to seek an alternative manager. The Applicants have already had sufficient opportunity to identify and propose a suitable manager and were provided with the Tribunal's Practice Statement setting out the Tribunal's requirements well in advance of the hearing. Furthermore, Judge Lumby's Directions dated 9 December 2025, expressly reminded the parties that the Tribunal is unlikely to appoint a leaseholder as manager.
126. In those circumstances, the Applicants were on notice of the Tribunal's approach. Applying the Tribunal's overriding objective to deal with matters fairly and justly, the Tribunal is therefore not persuaded that there is any proper basis for delaying the determination of this application.

DECISION

127. The Tribunal refuses the application for an order appointing Mr Ivan Johnson as manager of the Property.
128. While the Tribunal finds that a breach of Lessor's covenants regarding keeping the Property in good repair and cyclical painting are established, and additionally, that it is just and convenient to appoint a manager, the Tribunal has not found Mr Johnson suitable for this particular appointment.
129. The Tribunal has reached its decision on the information before it and with the benefit of oral submissions from each leaseholder, the joint freeholder, and the proposed manager at a hearing.
130. Should a future application for the appointment of a manager be made, it will fall to a differently constituted Tribunal to determine that application on the basis of the evidence and circumstances prevailing at that time. This Tribunal's decision is confined to the facts presently before it, including its assessment of whether it is just and convenient to appoint a manager.
131. Accordingly, this decision should not be taken as indicating that a future Tribunal would necessarily reach the same conclusion. Where circumstances have materially changed, a future Tribunal may reach a different view on whether the statutory criteria, including the requirement that it be just and convenient to make such an appointment, are satisfied.

Application for an Order under Section 20C Landlord and Tenant Act 1985 preventing the landlord recovering the costs of these proceedings through the service charge

132. **Applicant:** The Applicants seek an order pursuant to Section 20C of the Landlord and Tenant Act 1985 preventing the landlord from recovering the costs of these proceedings through the service charge.
133. **First Respondent:** Mr Johnson supports the Applicants.
134. **Second Respondents:** The Respondents submit that no service charges in respect of the Property are demanded and that any expenditure incurred is simply apportioned equally between the three flats. Accordingly, they contend that the application under Section 20C of the Landlord and Tenant Act 1985 has no practical effect and serves no useful purpose.
135. **Tribunal Decision:** The Tribunal has considered the totality of the evidence before it, together with the outcome of the application. Having done so, it declines to make an Order under Section 20C of the Landlord and Tenant Act 1985. In the circumstances of the case and having regard to the Applicant's lack of success and their failure to take considered note of the Tribunal Practice Statement and the guidance of Judge Lumby, the Tribunal considers that the making of such an order would be unjust.

Application for reimbursement of fees

136. Pursuant to Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Applicants sought reimbursement of the £114.00 application fee and £227.00 hearing fee from the second Respondents.
137. Mrs Darling-Smith submitted that the Respondents' failure to communicate in a constructive manner or to agree a schedule of remedial works left the Applicants with no alternative but to initiate these proceedings.
138. The first Respondent offered no comment.
139. The second Respondents disputed the Applicants' account, asserting that it was the Applicants who had failed to engage in meaningful discussions aimed at reaching an agreed way forward, instead resorting to litigation.
140. **Tribunal Decision:** Although the Applicants established breaches of the landlord's covenants, and that it would, in the circumstances, be just and convenient to appoint a manager, the Applicants failed to propose a manager who met the requirements of the Tribunal's Practice Statement and did not heed Judge Lumby's guidance of 9 December 2025, which made clear that a leaseholder was unlikely to be appointed. In the event, the Tribunal found Mr Johnson unsuitable for appointment due to factors in addition to his conflict of interest. The Tribunal was also concerned by Mr Johnson's expressed reluctance to take on the role. As the application was ultimately dismissed, the Tribunal considers it unjust to require the second Respondents to reimburse the application and hearing fee.

Rule 13 Costs Order

141. The Applicants and the second Respondents each indicated in their statements that they sought a Rule 13 award of costs against the other. At the hearing, the Tribunal advised that any such application was premature

and that, should either party consider an application appropriate following receipt of the Tribunal's decision, it may be made within 28 days of the date of issue.

142. However, the Tribunal urges both parties to exercise caution before committing further time, effort or expense to such applications. Having considered the written submissions, the oral evidence, and the Tribunal's substantive findings, the Tribunal's provisional view is that a Rule 13 costs order, in either direction, will be unlikely to succeed. In the Tribunal's view, although the Applicants have been unsuccessful in their application, all parties must bear some responsibility for this impasse.
143. The Applicants also sought a determination as to the payability of any increase in the ultimate cost of the proposed works, said to have resulted from the second Respondents alleged failure or refusal to carry out this work in a timely manner. The Tribunal explained to the Applicants at the hearing that such matter fell outside the scope of the present application for the appointment of a manager.

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 to the First-tier Tribunal at the Regional office which has been dealing with the case.
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.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.