



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

Case Reference : **MAN/00CG/LAM/2024/0600
MAN/00CG/LSC/2024/0607**

Property : **23-27 (incl. Flats 23A and 23B) Taplin Road,
Sheffield S6 4JD**

Applicants : **Chris Taylor
Zaul Ridley**

Respondent : **South Yorkshire Property Investments Ltd**

Manager : **Richard Britton**

**Type of
Application** : **Landlord & Tenant Act 1987 – Section 24(1)
(Appointment of a Manager)
Landlord and Tenant Act 1985 – s20C
Commonhold and Leasehold Reform Act
2002 – Schedule 11 para 5A**

Tribunal Members : **Judge L. F. McLean
Mr J. H. Elliott MRICS**

Date of Hearing : **16th March 2026**

Date of Decision : **31st July 2026**

DECISION, MANAGEMENT ORDER AND DIRECTIONS

DECISIONS OF THE TRIBUNAL

- (1) Pursuant to Section 24 of the Landlord and Tenant Act 1987, the Tribunal makes the Management Order in the terms set out in the attached Appendix, appointing Richard Britton as Manager in respect of all that mixed residential and commercial premises at 23-27 (incl. Flats 23A and 23B) Taplin Road, Sheffield S6 4JD including any premises appurtenant thereto (“the Property”).
- (2) Under Section 20C Landlord and Tenant Act 1985, no costs incurred by the Respondent in connection with these proceedings are to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Applicant.
- (3) Under the Commonhold and Leasehold Reform Act 2002, Schedule 11, Paragraph 5A, any liability of the Applicants to pay any administration charges is extinguished in respect of litigation costs relating to these proceedings.
- (4) Under Rule 13(2) of the Tribunal Procedure (First tier Tribunal)(Property Chamber) Rules 2013, the Tribunal orders the Respondent to reimburse to the Applicants the whole of the amount of any Tribunal fees paid by the Applicants in relation to these proceedings and which have not been remitted by the Lord Chancellor.

FURTHER DIRECTIONS

- (1) A copy of this Decision shall be sent to the Manager by the Tribunal.
- (2) The Manager shall, **within 28 days** of the date of the Tribunal sending this Decision to him, (A) send a copy of this Decision (including the Appendix) to any person who holds a commercial tenancy any of part of the Property which is derived out of or is inferior to the Respondent’s leasehold interest, and (B) write to the Tribunal to confirm that this has been done.
- (3) Any person who holds a commercial tenancy any of part of the Property which is derived out of or is inferior to the Respondent’s leasehold interest may, **within 28 days of being served** with a copy of this Decision, apply to be joined as a party to proceedings if they so wish.
- (4) Any person applying to be joined as a party to proceedings under paragraph (3) above may, at the same time and if they so wish, apply

for another direction varying, suspending or setting aside this Decision (including making any representations regarding the terms of the Management Order set out in the attached Appendix). Any such application must be made in writing, must be circulated to the Manager, all Parties and all other persons so entitled to apply, and must state the reason(s) for making it.

REASONS FOR THE DECISION AND THE ASSOCIATED DIRECTIONS

The application

1. The Applicants have applied for an order to appoint a manager pursuant to s.24 of the Landlord and Tenant Act 1987 in respect of the Property. The application was opposed by the Respondent, which is the Applicants' immediate landlord under long residential leases granted by its predecessor in title.
2. The Tribunal refers to its Decision dated 12th January 2026 in case reference MAN/ooCG/LSC/2024/0607 & MAN/ooCG/LAM/2024/0600 by way of factual and procedural background, including the Applicants' further applications under Section 20C of the Landlord and Tenant Act 1985 and Paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.
3. Subsequent to the aforementioned Decision dated 12th January 2026, on 20th January 2026 the Tribunal gave directions in case reference MAN/ooCG/LAM/2024/0600 for a final hearing to be listed and for the parties to take steps in readiness for the same.

The hearing

4. The hearing took place via CVP at 10.00am on 16th March 2026. In attendance were:-
 - i. The Applicants (unrepresented)
 - ii. Michael Lewis (agent/representative for the Respondent)
 - iii. Richard Britton (proposed manager)
 - iv. David Soanes (superior landlord)
 - v. Benjamin Hammond (Solicitor for Tapestart Ltd, superior landlord)
5. The Tribunal initially dealt with procedural applications which had been made by David Soanes after the Decision of 12th January 2026 and the Directions of 20th January 2026 had been sent to the parties. These were dealt with summarily by means of an *ex tempore* case management decision. This in turn was the subject of further case management applications by David Soanes, which were refused by the Tribunal by way of a written case management decision dated

15th June 2026 and to which the Tribunal refers by way of additional factual and procedural background.

6. After the preliminary procedural issues were dealt with, Benjamin Hammond withdrew from the hearing. David Soanes remained in an observational capacity.

Proposed Appointment of a Manager

7. In advance of the hearing, the Tribunal had received further written material from Richard Britton and from Michael Lewis.
8. Michael Lewis did not cross examine Richard Britton. He referred to his own witness statement and provided an update regarding fire safety compliance. He said that the Fire Risk Assessment had now been completed. He referred to difficulties which had been experienced in seeking to arrange a compartmentation survey with Sheffield City Council in order to obtain the completion certificate. He was of the view that the Fire Risk Assessment actions should be carried out and that a retrospective completion certificate should be obtained, to establish the fire evacuation / “stay put” policy for the building.
9. Michael Lewis’ approach was disputed by Richard Britton, who was of the view that Building Control cannot advise a building manager on what to do and also that compartmentation has to be reviewed annually, not just at the point that compliance was achieved. Zaul Ridley also expressed frustration that this update had not been disclosed to the Applicants sooner and questioned why some actions still hadn’t been completed around 5 months later – he asserted that this reinforced the Applicants’ concerns regarding Michael Lewis’ lack of professionalism. Chris Taylor concurred and highlighted that the terms of the Fire Risk Assessment made it clear that they should have been notified immediately regarding the actions required.
10. Richard Britton continued to criticise the approach taken by Michael Lewis and referred to the need to carry out intrusive surveys, ensure that doors are stamped with FD30 certification, and to comply with Section 20 of the Landlord and Tenant Act 1985.
11. Michael Lewis deferred to Craven Wildsmith being in charge of obtaining quotes and reiterated that he thought his course of action was the most cost effective. The discussion around these issues continued back and forth, with Michael Lewis offering further details of his discussions with Sheffield City Council. This included an admission that there had been some uncertainty about whether the premises should be subject to an “evacuate” or, alternatively, a “stay put” policy in the event of a fire.
12. In terms of the scope of the proposed management order, Richard Britton confirmed that he would be willing to manage the entire

building (including the commercial elements and common parts), and it was common ground between him and the Applicants that this would be the better approach so as to avoid splitting management responsibilities between competing agents, which may lead to further disputes arising.

Costs applications

13. The Applicants reiterated their position regarding their applications for orders under Section 20C LTA 1985 and Paragraph 5A of Schedule 11 CLRA 2002. Zaul Ridley said he had tried to resolve the dispute outside of legal proceedings but that neither Michael Lewis nor Craven Wildsmith were willing to do so. He also stated his request that the Tribunal order reimbursement of at least 50% of the fees that the Applicants had paid to HMCTS, or preferably the full amount.
14. Michael Lewis clarified that Craven Wildsmith were still resolving the account reconciliation following the Tribunal's Decision dated 12th January 2026. He also stated that he had no intention to recover the Respondent's additional costs of these proceedings via the service charge budget.

The Tribunal's Deliberations and Decision

15. The Tribunal retired to deliberate.

Proposed Appointment of a Manager

16. It is common ground that Section 22 of the Landlord and Tenant Act 1987 was complied with and there is no procedural bar to the Tribunal making a management order.
17. The statutory framework regarding the discretion to make such an order is set out in Section 24 of the LTA 1987 as follows (so far as is relevant):-

24 Appointment of manager by a tribunal.

(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 it is just and convenient to make the order in all the circumstances of the case;

(ab) where the tribunal is satisfied—

(i) that unreasonable service charges have been made, or are proposed or likely to be made, and

(ii) that it is just and convenient to make the order in all the circumstances of the case;

(aba) where the tribunal is satisfied—

(i) that unreasonable variable administration charges or prohibited administration charges have been made, or are proposed or likely to be made, and

(ii) that it is just and convenient to make the order in all the circumstances of the case;

(ac) where the tribunal is satisfied—

(i) that any relevant person has failed to comply with any relevant provision of a code of practice approved by the Secretary of State under section 87 of the Leasehold Reform, Housing and Urban Development Act 1993 (codes of management practice), and

(ii) that it is just and convenient to make the order in all the circumstances of the case; or

(b) where the tribunal is satisfied that other circumstances exist which make it just and convenient for the order to be made.

(2ZA) In this section “relevant person” means a person—

(a) on whom a notice has been served under section 22, or

(b) in the case of whom the requirement to serve a notice under that section has been dispensed with by an order under subsection (3) of that section.

[...]

(3) The premises in respect of which an order is made under this section may, if the tribunal thinks fit, be either more or less extensive than the premises specified in the application on which the order is made.

(4) An order under this section may make provision with respect to—

(a) such matters relating to the exercise by the manager of his functions under the order, and

(b) such incidental or ancillary matters, as the tribunal thinks fit; and, on any subsequent application made for the purpose by the manager, the tribunal may give him directions with respect to any such matters.

(5) Without prejudice to the generality of subsection (4), an order under this section may provide—

(a) for rights and liabilities arising under contracts to which the manager is not a party to become rights and liabilities of the manager;

(b) for the manager to be entitled to prosecute claims in respect of causes of action (whether contractual or tortious) accruing before or after the date of his appointment;

(c) for remuneration to be paid to the manager by any relevant person, or by the tenants of the premises in respect of which the order is made or by all or any of those persons;

(d) for the manager's functions to be exercisable by him (subject to subsection (9)) either during a specified period or without limit of time.

(6) Any such order may be granted subject to such conditions as the tribunal thinks fit, and in particular its operation may be suspended on terms fixed by the tribunal.

(7) In a case where an application for an order under this section was preceded by the service of a notice under section 22, the tribunal may, if it thinks fit, make such an order notwithstanding—

(a) that any period specified in the notice in pursuance of subsection (2)(d) of that section was not a reasonable period, or

(b) that the notice failed in any other respect to comply with any requirement contained in subsection (2) of that section or in any regulations applying to the notice under section 54(3).

(8) The Land Charges Act 1972 and 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.

[...]

(11) References in this Part to the management of any premises include references to the repair, maintenance, improvement or insurance of those premises.

Tribunal's findings as to criteria for a management order being made

18. Taken together with the factual context of the Tribunal's Decision dated 12th January 2026, the Tribunal is satisfied that the following baseline statutory criteria for the making of a management order are made out:-

i. That unreasonable service charges have been made, or are proposed or likely to be made

(1) The Tribunal's Decision dated 12th January 2026 records that the Respondent sought to levy various service charges which were unreasonable, in that:-

(a) they were not reasonably incurred and/or that the services provided and/or the works carried out were not of a reasonable standard (including items conceded by the Respondent e.g. attempting to double-charge items and inappropriately charge leaseholders for personal use items);

(b) they were not lawfully due, as a result of failure to comply with the contractual conditions precedent (specifically, non-compliant building insurance policies);

(c) they were not lawfully due, as a result of failure to comply with statutory consultation requirements under Section 20 of the Landlord and Tenant Act 1985 (specifically, painting and decorating); and/or

(d) they were not payable, as a result of failure to levy the demand within the 18 month time limit prescribed by Section 20B of the Landlord and Tenant Act 1985 (specifically, in relation to the 2022/2023 service charge year).

ii. That any relevant person has failed to comply with any relevant provision of a code of practice approved by the Secretary of State under section 87 of the Leasehold Reform, Housing and Urban

Development Act 1993 (codes of management practice) / That other circumstances exist which make it just and convenient for the order to be made. The Tribunal's Decision dated 12th January 2026, supplemented by subsequent written and oral evidence considered at the hearing of 16th March 2026, showed that:-

- (1) The Respondent repeatedly and persistently failed to comply with various statutory landlord and tenant requirements (e.g. Sections 20, 20B and 21/22 of the Landlord and Tenant Act 1985 – the latter of which is a criminal offence);
- (2) The Respondent has been repeatedly and persistently guilty of poor quality accounting, including not keeping receipts, failing to submit service charge accounts and budgets in a timely and regular fashion, and failing to return overcharged sums within a reasonable time frame;
- (3) The Respondent has breached other general legal requirements (specifically data protection legislation i.e. the initial failure to register with the ICO regarding use of CCTV);
- (4) The Respondent has been guilty of a serious breach of fire safety laws (Reg. 9, Regulatory Reform (Fire Safety) Order 2005) due to a failure to carry out a suitable and sufficient fire safety risk assessment and/or review it regularly so as to keep it up to date. This was compounded by a delay in communicating the contents of the belated risk assessment to the Applicants promptly (Reg. 21A) and the Respondent continues to be in breach by failing to take the identified actions within a reasonable timescale (Regs. 8 & 11).

(All of the above constituted breaches of the requirements of the RICS CoP as well as amounting to “other circumstances”).

19. The Tribunal was not satisfied that the following statutory criteria were made out:-
 - i. that any relevant person 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
 - (1) The Respondent has historically breached the buildings insurance clause requirements of the leases (failing to include the Applicants on the policy *per* paragraph 4.5 of Schedule 5) – but this has now been remedied in recent years.

- (2) At times, the Respondent has historically failed to properly maintain internal and external common parts and communal areas of the development as required by the leases (*per* paragraph 2.1 of Schedule 5) but this has now been remedied in recent years. Any continuing breaches are minor in nature.
 - (3) At times, the Respondent has historically failed to provide annual service charge accounts as required by the leases (*per* paragraph 5 of Schedule 3) – but this has now been largely remedied in recent years.
- 20. The next issue for the Tribunal to determine, therefore, is whether it was “just and convenient” to make a management order (as required by the terms of Section 24 where applicable), which would effectively overlap with the Tribunal’s discretion whether to make a management order.

Just and Convenient test, and the discretion of the Tribunal

- 21. When considering whether it is just and convenient to make an order, the Tribunal needs to consider the factors which would be relevant to an assessment of where the balance of justice and convenience lies. That will ordinarily include considering what the purpose of the management order would be, and whether that purpose could be achieved by some different route (for example by the individual lessees concerned seeking declarations (*Invergarry Court Limited v Connolly & Others* [2022] UKUT 209 (LC))).
- 22. The Tribunal is mindful that, in practice, the threshold for appointing a manager is a high one. It amounts to state interference with the private property and contract rights of individuals and companies. It also occupies the resources of the Tribunal on an ongoing basis. As such, management orders are not made lightly and normally require evidence of serious failings of leasehold or building management before the Tribunal will consider making one.
- 23. However, the Tribunal considers that its findings set out above, in relation to the applicability of the statutory grounds in question, demonstrate a pattern by the Respondent and of its appointed agents of entrenched, endemic and serious breaches of several legislative regimes which have a bearing upon residential leasehold management at the Property. These breaches have had real world adverse consequences upon the Applicants, and have exposed them to unacceptable financial and safety risks.
- 24. The Tribunal has considered whether there may be an alternative to a management order which would be a less intrusive measure. In that light, the Tribunal recalls the deplorably poor knowledge of residential leasehold management law exhibited by Michael Lewis during the hearing of 9th and 10th October 2025, and the Tribunal’s

observations in its Decision of 12th January 2026 that: *“The Tribunal considers that he is manifestly not fit or competent to manage the Applicants’ premises. The members of the Tribunal were left bemused as to why he had been left to conduct proceedings as the Respondent’s sole representative and witness when he was clearly not up to the task.”* It was therefore telling of the Respondent’s attitude that – rather than replace Mr Lewis with a competent manager or representative – they had chosen to keep him in post and rely upon his continued sole representation at the return hearing of 16th March, despite the Tribunal’s prior castigation of him. There was also a repetition on 16th March 2026 of Michael Lewis failing to be fully informed of what actions were being undertaken by Craven Wildsmith, coupled with a failure by him or the Respondent to ensure attendance from a Craven Wildsmith representative to deal with such issues at the hearing.

25. The combination of Michael Lewis’ ignorance of even basic responsibilities under residential leasehold law, the lack of personal interest in the proceedings by the Respondent itself or by Craven Wildsmith, the Respondent’s failure to take reasonable steps to address the Tribunal’s express concerns about the role of Michael Lewis, and the general lack of urgency with which the recent fire risk assessment is being implemented, all leave the Tribunal with the inevitable conclusion that the Respondent is either unwilling to effect meaningful change, or is incapable of doing so, such that other interventions appear highly unlikely to make a difference. The Respondent’s historic and ongoing failings to comply with fire safety legislation are alarming and need to be dealt with comprehensively as a matter of priority. The only reasonable course of action which is open to the Tribunal to remedy the issues complained of is to impose a management order. It is to be hoped that this might act as a wake-up call to the Respondent and its agents, which may prompt a degree of reflection on their part upon the events which have led to this position.

Scope and duration of the Order

26. The Tribunal is persuaded by the views of the Applicant and of Richard Britton that it is appropriate to make a management order in respect of the entirety of the building and common parts of 23-27 Taplin Road. Given the attitudes exhibited by the Respondent and their agents, there is a significant risk that a partial management order would result in extended conflicts between the Tribunal’s manager and the Respondent’s agents. Also, the key priority is comprehensive implementation of the fire risk assessment, which includes important works to the common parts, such that the manager will require full control of the entire building to ensure that he will be capable of fulfilling the role properly. The Tribunal is empowered to make such an order by virtue of Section 24(3) LTA 1987. The manager can appoint his own agent(s) for sub-

management of the residential and/or commercial elements if he wishes.

27. The Tribunal does not usually make management orders on an indefinite basis. Whilst there is no hard-and-fast rule, the typical starting point for the duration of a management order (where there are not exceptionally complex issues involved) is 3 years. The Tribunal considers that there is no reason to depart from this starting point – 3 years ought to be sufficient to ensure that the fire risk assessment is implemented comprehensively. It should also provide a sufficiently long break from the existing management arrangements that the Respondent might be willing to demonstrate a change of attitude and management approach in readiness for the expiry of the order. However, it should be noted that the Tribunal has a statutory power to extend the management order upon an application by an interested person, and the Tribunal may not discharge the order if doing so would result in a repeat of the circumstances which led to the order being made initially.

Suitability of the Proposed Manager and Management Plan

28. Having interviewed Richard Britton and considered his written evidence and management plan, the Tribunal is content that he is a suitable person to be appointed as the manager. He has demonstrated prior experience in this role regarding other similar premises and exhibited a clear understanding of the issues which need to be addressed in respect of the Property. There does not appear to be any basis upon which he would experience a conflict of interests. The draft management plan seems appropriate.

Other Considerations

29. The Tribunal notes that it is making an order for the management of the entire premises, including the ground floor occupied by commercial tenants who have not heretofore been involved in these proceedings, or indeed been notified of them. In the interests of procedural fairness, the commercial tenants need to be notified of the Tribunal's decision and to be given an opportunity to be joined to proceedings, with a view to making such representations as they wish and/or to seek variation or set-aside of the order made after the fact.

Costs

Is it just and equitable to preclude the Respondent from recovering its legal costs of the application through the service charge?

30. Subject to any particular considerations of an individual case, the Tribunal will usually hold that it is just and equitable to grant a tenant's application under Section 20C Landlord and Tenant Act 1985 if the tenant is substantially successful in their main

application. The Tribunal can also take into account the conduct of the parties, both during the proceedings and beforehand.

31. On the substantive applications, the Applicants were partially successful in their service charge dispute and were wholly successful in their application for the appointment of a manager.
32. Additionally, the Tribunal notes the following factors:-
 - i. Zaul Ridley attempted to engage with the Respondent or its agents to avoid these proceedings being started, but they did not reciprocate these efforts;
 - ii. The Tribunal has already observed, in its Decision of 12th January 2026, that “*Michael Lewis finds himself frequently frustrated at the communications received from the Applicants [...] it emerged that the underlying reason was that the Applicants were often seeking further information or clarification regarding matters to which they had a legal entitlement, or because the Respondent had failed to comply with legal requirements of which it was unaware*”; and “*it appears to the Tribunal that the Respondent and its agents view the Property as primarily a commercial endeavour, and that the Applicants’ residential premises are viewed by them as an irritating distraction from the main business of being a commercial landlord*”.
 - iii. As noted above, the Respondent decided to continue with Michael Lewis as its manager and representative despite the Tribunal’s findings that he is unfit for either role.
33. Given the largely successful outcomes for the Applicants, and the deleterious attitude of the Respondent and its agents, it is appropriate for the Tribunal to preclude the Respondent from recovery of any of its costs from the Applicants (by way of service charges) in respect of the entirety of the combined proceedings.

Should the Tribunal reduce or extinguish any administration charges sought from the Applicant by the Respondent?

34. Likewise, subject to any particular considerations of an individual case, the Tribunal will usually hold that it is just and equitable to grant a tenant’s application under Commonhold and Leasehold Reform Act 2002, Schedule 11, Paragraph 5A if the tenant is substantially successful in their main application; and the Tribunal can also take into account the conduct of the parties, both during the proceedings and beforehand.
35. The Tribunal adopts the same reasoning and outcome as in respect of its decision under Section 20C LTA 1985.

Should the Tribunal direct that the Respondent should reimburse the Applicants' fees paid to HMCTS in these proceedings?

36. Whilst the Tribunal's powers to order one party to pay the other's legal costs are limited, the Tribunal has a broad discretion whether to give a direction that the Respondent should reimburse the Applicants' fees paid to HMCTS in these proceedings. For the same reasons as are discussed above, the Tribunal exercises its discretion to order the Respondent to reimburse any fees paid by the Applicants to HMCTS in respect of these proceedings.

Name:
Judge L. F. McLean
Mr J. H. Elliott MRICS

Date: 31st July 2026

Rights of appeal

1. By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal is required to notify the parties about any right of appeal they may have.
2. 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.
3. 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.
4. 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.
5. 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.
6. If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

APPENDIX – MANAGEMENT ORDER

Interpretation

1. In this Order:

“The Property” means all that mixed residential and commercial premises at 23-27 (incl. Flats 23A and 23B) Taplin Road, Sheffield S6 4JD including any premises appurtenant thereto and registered at HM Land Registry under title number SYK474432 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 South Yorkshire Property Investments Ltd 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 in the Property.

“The Manager” means Richard Britton, c/o RDB Estate Limited, Unit 7, Riverside Park, Sheaf Gardens, Sheffield, S2 4BB Newcastle upon Tyne, NE3 2ER.

“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”) Richard Britton of RDB Estates Ltd is appointed as Manager of the Property.
3. The Manager’s appointment shall start on **1st September 2026** (“the start date”) and shall end on **31st August 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 adequate management of the Property, including in particular (but not exclusively) ensuring that legislative developments are complied with (such as the Fire Safety Act 2021 and the Regulatory Reform (Fire Safety) Order 2005).
6. The Manager shall manage the Property in accordance with:

- a. the terms of this Order and the Directions set out below;
 - b. the obligations and powers under the Leases of the Landlord and/or of any company (including dissolved companies) to engage in acts of repair, maintenance, improvement, and/or general property management etc. (save as where otherwise modified by this Order);
 - c. the duties of a manager set out in the Service Charge Residential Management Code (“the Code”) (4th 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 RICS or not);
 - d. the provisions of sections 18 to 33 of the Landlord and Tenant Act 1985; and
 - e. any other relevant legislation which applies from time to time.
7. The Tribunal requires the Manager to act fairly and impartially in the performance of her 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.
 8. The Manager must perform their duties under this Order independently, and has an overriding duty to the Tribunal.
 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 **four 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) of the 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 for the provision of any services to the Property (except for any contract of insurance in respect of the Property which is entered into by the Landlord), 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 Tenants 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.
15. The Manager shall be responsible for responding to pre-contract enquiries regarding the sale of any residential flat at the Property.

Legal Proceedings

16. 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.
17. Such entitlement includes bringing proceedings in respect of arrears of service charge attributable to any of the residential flats in the Property, including, where appropriate, proceedings before the Tribunal under section 27A of the Landlord and Tenant Act 1985 and in respect of administration charges under schedule 11 to 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.

18. 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

19. 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.
20. The sums payable are:
- a. an annual fee of **£135** per flat (subject to a minimum fee scale of £1500) for performing the duties set out in paragraph 3.4 of the RICS Code (so far as applicable);
 - b. Such additional fees as are charged by the Manager's firm for any additional services which are reasonably required from time to time and in accordance with the principles set out in the RICS Code, and which shall be subject to the applicable requirements and provisions of sections 18 to 33 of the Landlord and Tenant Act 1985; and
 - c. VAT on the above fees where applicable.
21. The Manager shall be entitled to increase the annual fee noted in paragraph 20(a) once per year, at the start of each new service charge year. Such increase shall be a reasonable increase, and shall not exceed the amount by which RPI has increased (if at all) over the previous year, as measured by the increase in the rate over the 12 months ending with the September immediately before the increase in question.
22. The Manager is entitled to recover through the service charge the reasonable costs and fees of any surveyors, architects, solicitors, counsel, and other professional persons or firms, incurred by them on their behalf, in relation to the carrying out of her functions under the Order.

Ground Rent and Service charge

23. The Manager shall not collect the ground rents payable under any of the Leases which are "long leases" of residential premises but shall be entitled to collect the passing rents of any other leases or licences granted in respect of any other part of the Property, as if the Manager

were the person contractually entitled to receipt of the same, and deduct their fees from the sums collected.

24. The Manager shall collect all service charge contributions payable under the Leases (except regarding costs arising from any contract of insurance in respect of the Property which is entered into by the Landlord) in accordance with the terms and mechanisms in the Leases, as if the Manager were the person contractually entitled to receipt of the same.
25. Whether or not the terms of any Lease so provide, 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 obligations of any persons under the Leases (other than those of the Tenants);
 - 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 that have accrued before her appointment.
26. The Manager may set, demand and collect a reasonable service charge to be paid by the Landlord (as if they were a lessee), in respect of any unused premises in any part of the Property retained by the Landlord, or let on terms which do not require the payment of a service charge.

Administration Charges

27. The Manager may recover administration charges from individual Tenants for their costs incurred in collecting service charges 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 to the Commonhold and Leasehold Reform Act 2002.

Disputes

28. 31. In the event of a dispute regarding the payability of any sum payable under this Order by the Tenants, 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 a 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.

DIRECTIONS TO MANAGER

36. The Manager must adhere to the terms of this Order.

Entry of a Form L restriction in the Register of the Landlord's Registered Estate

37. 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 SYK474432.

“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 First-tier Tribunal (Property Chamber) dated 31st July 2026 have been complied with.”

Registration

38. The Manager must make an application to HM Land Registry for entry of the restriction referred to in paragraph 37, **within 28 days** of the date of this Order.
39. 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:
 - a. 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.
 - b. 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.
40. The manager may also register this Order against the registered title to the Property in accordance with section 24(8) of the Act.

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 RICS.

Insurance

43. The Manager must ensure that appropriate building insurance for the Property is maintained and 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 they have appropriate professional indemnity insurance cover in the sum of at least £5,000,000 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 or otherwise ensure that the scope of cover includes these duties.

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 (such accounts to be independently certified or audited, if required under the Leases);
 - b. maintain efficient records and books of account and to produce these for inspection, to include receipts or other evidence of expenditure, upon request by the Landlord or a Tenant under Sections 21 and 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 service charge contributions and all other service charge 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 September 2026** 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 issues required at the Property, as identified in the Leases and

any other relevant legislation which applies from time to time, including instructing contractors to attend and rectify problems (and the Manager is entitled to recover the cost of doing so as a service charge payable under the Leases or in accordance with this 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** thereafter), 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.