



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

Case reference : **LON/00BK/LAM/2025/0029**

Property : **5 Talbot Square Sussex Gardens London W2 1TR**

Applicants : **Clemens Enterprises Limited – Flat 6
Elyas Chowdhury – Flat 3
Stephen Skinner – Flat 5
John Mason – Flat 4**

Respondents : **Crest Commercial Limited (1) – Flats 8 & 9
5 Talbot Square Management Co Limited (2) - Freeholder
Colin Chin (3) – Joint leaseholder Flat 1
Dr Roland Tsang (4) – Joint leaseholder Flat 1
Hamdy Ahmed (5) – Flat 2
Shaun Sethi (6) – Flat 7**

Type of application : **Appointment of a Manager**

Tribunal members : **Judge Purcell (Chair)
Judge Martynski
Mr Joseph MRICS**

Venue : **10 Alfred Place, London WC1E 7LR**

Date : **20 July 2026**

DECISION

Decision summary

1. The tribunal appoints Mr Martin Kingsley as Manager of 5 Talbot Square, Sussex Gardens, London W2 1TR (“the Building”) for the period of 5 years from 20 July 2026. The Management Order is issued with this decision.
2. An order is made that none of the costs incurred by the Respondents in these proceedings are to be added to the Service Charge for the Building (s20C Landlord and Tenant Act 1985).

Background

3. The Building is a residential block comprising nine leasehold flats.
4. The owners of the long leasehold interest in the Building are as follows:
 - Flat 1: Mr Chin and Dr Tsang (sub-let)
 - Flat 2: Hamdy Ahmed
 - Flat 3: Elyas Chowdhury
 - Flat 4: John Mason
 - Flat 5: Stephen Skinner
 - Flat 6: Clemens Enterprises Limited
 - Flat 7: Shaun Sethi (sub-let)
 - Flats 8 & 9: Crest Commercial Limited (sub-let)
5. The freeholder is 5 Talbot Square Management Co Limited (“the Company”) and has previously been added as a Respondent. The Company’s shareholders are the owners of the leasehold interests.
6. The current directors of the Company (registered with Companies House) are Colin Chin, Mukarram Syed and Samir Syed.
7. Elyas Chowdhury, George Clemens and Stephen Skinner were directors up until 3 April 2026. Their removal as directors and the validity of that removal is a matter of dispute between the parties.
8. The Building has been managed by Adelaide Jones as managing agents appointed by the Respondent Company.
9. The Preliminary Notice (s22 Landlord and Tenant Act 1987 (“the 1987 Act)) served by the Applicants is dated 23 October 2025. A summary of the grounds set out in the notice is as follows:

“That the management of the premises has not been carried out in accordance with the landlord’s obligations and that the applicants consider it just and convenient for a manager to be appointed by the Tribunal under Section 24 of the 1987 Act.

Specific matters include (but are not limited to):

 1. *Failure to ensure proper maintenance and repair of the building’s common parts and structure.*
 2. *Failure to comply with statutory consultation and financial management duties.*

3. Conduct causing obstruction of proper management and administration of the premises.”

10. The Applicants made an application for an Appointment of a Manager which was received by the Tribunal on 24 November 2026. Directions for that application were given on 4 December 2025 and amended on 18 March 2026.
11. The Applicants position is that a Manager needs to be appointed to manage the Building, and they propose Martin Kingsley of K & M Property Management. Prior to the hearing the Respondents' position was that a Manager was not needed as the Respondents could manage the Building, but in the event that the Tribunal felt a Manager needed to be appointed then they proposed Joshua Prince MRICS of Temphis Block Management. At the hearing Mr Syed on behalf of the Respondents confirmed that the Respondents agreed a Manager needed to be appointed and they no longer opposed the application, however their preferred manager was Mr Prince.

Evidence

Applicants – George Clemens

12. The Tribunal heard from Mr Clemens on behalf of the Applicants. The points raised by Mr Clemens can be summarised as follows:
 - The Company is in deadlock and cannot currently be managed. The parties cannot *“get out of a constant back and forth and battles over every single item”*.
 - The current directors are Mukarram Syed, his son Samir Syed and Colin Chin. The directors should be George Clemens, Elyas Chowdhury, Stephen Skinner, Mukarram Syed and Samir Syed. Parties have been appointed or removed without the necessary authority. Mukarram Syed now controls the board and the management cannot function.
 - All the Respondents are in arrears in respect of the service charge payments which is hampering the necessary repairs needed to the Building and the general management of the Building.
 - Mukarram Syed was unhappy with the previous managing agent, Sloan, so the managing agent was changed but the same problems occurred with the new managing agents, Adelaide Jones and issues were taken with every matter and aspect of management.
 - Mukarram Syed sends a large volume of emails which is difficult to manage. On occasion these are harassing and vexatious.
 - Repairs need to be done to the Building, and these are only done at present if the Applicants pay for them which they have in respect of various balconies where the lack of repair was causing water ingress. Some of the repairs are the individual leaseholder's responsibility and some relate to the fabric of the Building which should be paid for by all leaseholders.
 - Repairs and decoration to the front of the Building are overdue. The window for repair has been missed this year, and the Building will continue to deteriorate.

- Works of decoration and repair are needed to the Building generally especially to the front of the Building and the roof.
- Works can never be agreed as the Respondents do not agree the costs and argue they are inflated. Costs have been quoted in the region of £90,000 to £110,000 as the Building is difficult in terms of scaffolding and, although the need for repair is often agreed, the type of repair and the costs are not agreed.
- There are fire safety works that need to be done. A fire risk assessment is being carried out following the hearing, but there is a concern about any necessary works highlighted by the report being done.
- The Applicants would like a sinking fund for when repairs are needed. Mukarram Syed objects to this.

Respondents – Mukarram Syed

13. Mr Syed gave evidence on behalf of the Respondents and confirmed he had authority from all the Respondents to act on their behalf. At the start of his evidence Mr Syed was asked by the Tribunal if he believed the Building could be managed without a Tribunal appointed Manager and he confirmed that he believed it could not and supported the application for the appointment of a Manager. The position was clarified with Mr Syed who confirmed the Respondents agreed a Manager should be appointed, but they wanted Mr Prince appointed instead of Mr Kingsley.
14. As the application for appointment of a Manager had been agreed by the Respondents at this point no further evidence was heard from Mr Syed in relation to the need for a Manager.

The Managers

Martin Kingsley

15. Prior to the hearing Martin Kingsley supplied information about himself and his company together with a management plan for the Building. Mr Kingsley provided details of his other Tribunal appointments and gave details of his proposed base fees of £1100 plus VAT per annum for each flat. A proposed fee structure was provided in relation to his additional charges. He confirmed he had professional indemnity insurance cover of £2 million.
16. The management plan set out a timescale for actions in each year of appointment which covered in year one opening the bank accounts required, budget and maintenance plans, instructing experts, insuring the Building and ensuring fire prevention and health and safety compliance.
17. Mr Kingsley inspected the Building on 27 March 2026. He said he noted areas of disrepair and in particular the cracking on the external façade.
18. Both parties had the opportunity to ask questions of Mr Kingsley.

19. Concerns were raised by the Respondents about the independence of Mr Kingsley which appeared to arise from a perceived connection to the managing agents Adelaide Jones and a concern the managing agents would be retained by Mr Kingsley. The Tribunal asked Mr Kingsley if he had any connection to any of the parties. He confirmed that he was independent, would remain impartial if appointed and had no known connection to any of the parties. Mr Kingsley confirmed that he would not be instructing Adelaide Jones if appointed and would manage the Building in-house.
20. Mr Syed questioned Mr Kingsley about his experience managing similar properties to the Building. Mr Kingsley gave evidence regarding his other Tribunal appointments and gave examples of managing comparable properties which were grade II listed with a similar number of flats and of similar value.
21. Mr Kingsley was asked how he would address the necessary works and he confirmed that he would consult in compliance with the relevant legislation and look to appoint “suitable” contractors and the choice would not be determined on price alone, but on which contractor was the most suitable to carry out the works.
22. Mr Clemens asked how he would deal with a large volume of correspondence. Mr Kingsley confirmed he will consider any dispute and look at the issue fairly and impartially. However, he has a fee structure that allows for charges to be made at his discretion to deal with the issue of lots of emails sent in relation to matters decided by him.
23. When asked how he would deal with the service charge arrears Mr Kingsley confirmed he had experience of dealing with arrears. He would send the demands for payment and applications may need to be made if they remain in dispute/unpaid.
24. Mr Kingsley was asked what he thought the appropriate term of appointment was to which he confirmed it should be five years as the Building is grade II listed with a lot of service charge arrears and although it sounds a long period of time, he needed to factor in the relevant consents required for works to a grade II listed building, so five years would be appropriate.

Joshua Prince

25. Prior to the hearing the Tribunal were only provided with limited information from Mr Prince. The required information specified in the Directions and Amended Directions at paragraphs 3(a) to (e) was not provided. The Tribunal was provided with a draft standard management agreement, a brochure about Temphis and an email from Mr Prince dated 26 May 2026 confirming his willingness to act as a Tribunal appointed Manager.
26. On the morning of the hearing the Tribunal were handed a profile of Temphis similar to a professional resume, a personal statement of Mr Prince and a two page 90-day management plan for the Building with brief bullet points regarding actions to be taken in the first 90 days.

27. Mr Prince gave details of his proposed base fees of £500 plus VAT per annum for each flat. A proposed fee structure was provided in his draft management agreement in relation to his additional charges. He confirmed he had professional indemnity insurance cover of £2 million.
28. Mr Prince visited the Building the day before the hearing on 1 July 2026.
29. Both parties had the opportunity to ask questions of Mr Prince.
30. Mr Prince confirmed that although he had no Tribunal appointments, he has over 20 years property experience and currently Tempis manage 40 blocks. Mr Prince said Tempis had established themselves as a turnaround agent. When questioned about the difficulties in managing the Building he confirmed it would be “*a walk in the park*” compared to other properties currently managed and said the management of this Building had become over complicated.
31. When asked about how he would deal with the service charge arrears he said that he had not seen details of the arrears or had an opportunity to look at the lease or compliance with its terms. However, he said it is common for him to take on blocks with historic arrears, and he is used to dealing with this situation.
32. Concerns were raised by the Applicants about the independence of Mr Prince which appeared to arise from a perceived connection to Mr Syed. It was confirmed that the letting agents instructed by Mr Syed in relation to another property had suggested Mr Prince. The Tribunal asked Mr Prince if he had any connection to any of the parties. He confirmed that he was independent, would remain impartial if appointed and had no known connection to any of the parties.
33. Mr Clemens asked how he would deal with a large volume of correspondence. Mr Prince confirmed he would be the Manager and would make the necessary decisions while remaining impartial. He confirmed he also had a fee for excessive correspondence if multiple emails were sent relating to the same issue.

The Respondents’ closing submissions

34. Mr Syed made a short closing statement in support of Mr Prince and praised his refreshing approach to the management of the Building. Mr Syed said both proposed Managers appeared equal in their experience and approach, but Mr Prince was not as expensive as Mr Kingsley and submitted that if two people can do the same job, but one costs less, then the parties should go with that one.

The Applicants’ closing submissions

35. Mr Clemens made a short closing statement in support of Mr Kingsley. Mr Clemens believed Mr Prince was “*a nice guy*” but did not appreciate what being a Tribunal appointed manager involved or fully understood what was needed to be done to manage the Building. Mr Clemens commented that Mr Prince had not read the bundle or the relevant information.

36. Mr Chowdhury added that the matter is not about cost savings and although he believed Mr Prince would technically do the right things, the Applicants needed someone who has been through and was familiar with the Tribunal process and role of a Tribunal appointed Manager. It was essential to the Applicants to have someone with experience, and they believed that Mr Kingsley had the necessary breath of experience.

The Law

37. Before making an application to the tribunal, an Applicant is obliged to serve a notice upon the landlord setting out the intention to apply to the tribunal, setting out the alleged failings on the part of the landlord, and setting a period of the remedying of the alleged failings (ss.22 & 23 of the 1987 Act). There was no dispute as to the service and validity of the notice served in these proceedings.

38. Section 24 of the 1987 Act sets out the circumstances in which the tribunal can appoint a Manager. The relevant parts of s.24 are as follows;

(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—

(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

.....

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

.....

(b) where the tribunal is satisfied that other circumstances exist which make it just and convenient for the order to be 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 thinks fit; and, on any subsequent application made for the purpose by the manager, 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.

.....
(9A) the tribunal shall not vary or discharge an order under subsection (9) on the application of any relevant person unless it is satisfied—

(a)that the variation or discharge of the order will not result in a recurrence of the circumstances which led to the order being made, and

(b)that it is just and convenient in all the circumstances of the case to vary or discharge the order.

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

Findings and decisions

39. In this matter the parties have agreed to the appointment of a Manager, however any appointment is at the discretion of the Tribunal whether agreed or not between the parties. The Tribunal must be satisfied that circumstances exist that make it just and convenient for a Manager to be appointed. We are satisfied that in this case circumstances exist which make it just and convenient for an order to be made under s24 of the 1987 Act.

40. The management of the Building has been and continues to be dysfunctional. The Company consists of members who are leasehold owners in the Building. These members are entitled to be directors. From a practical perspective there is no real difference between the disputes between the directors/former directors and the disputes between the leaseholders. The disputes lead to difficulties in managing the Building, instructing agents, collecting service charges, arranging insurance and agreeing and implementing a programme of works for any necessary repairs or maintenance. The company law disputes between the parties result in an inability to efficiently manage the Building.

41. Taking into account the above considerations and noting the agreement of the parties to the appointment of a Manager (and an acknowledgement from both parties at the hearing that they do not believe the Building can be managed without a Manager in place) we are of the view that the only way for the Building to be effectively managed is by way of the appointment of a Manager. The Manager will not be dependent on instructions from the Board or any leaseholder and can override the disputes between the directors and the leaseholders. Accordingly, it is just and convenient for an appointment to be made.

42. We are satisfied on the evidence of Mr Kingsley that it is appropriate to appoint him as a Manager. He is suitably professionally qualified, has a great deal of experience and is familiar with the duties of being a Manager given that he has other Tribunal appointments. He has visited the Building and attended the hearing so is aware of the disputes and the issues at the Building. Mr Kingsley confirmed he was independent and was not connected to any of the parties. He provided details of all his appointments as well as a draft management plan covering the proposed five-year period.

43. We consider that the appropriate period of the Management Order should be five years to allow for the necessary works to be carried out and for Mr Kingsley to attempt to harmonise or repair the relationships. Within this timeframe is a period for monitoring the situation and assessing the ability of the directors to have the management functions returned to them. Any party can apply to discharge the order within the five-year period.
44. We are grateful for the attendance at the hearing by Mr Prince. It was argued by the Respondents that the proposed Managers were the same, but Mr Prince was more cost effective, however our considerations involve more than simply costs. Mr Prince explained his experience in managing properties which is considerable, but he does not have the same level of experience as Mr Kingsley in being a Tribunal appointed Manager. The Tribunal set out in its Directions Order information that a proposed Manager had to provide in advance of the hearing. This information was not provided by Mr Prince in advance of the hearing and instead was handed to the Tribunal panel on the morning of the hearing. The Tribunal considered the new information, but the management plan only covered the first 90 days and was not detailed. The information provided was not adequate or in compliance with the Directions.
45. We are of the view that in this case that Martin Kingsley is the appropriate choice of Manager given his experience as evidenced at the hearing and by the information provided to the Tribunal.

Costs

46. We have made an order preventing the costs of these proceedings being recovered via the service charge for the following reasons:
- (a) The Respondents removed their opposition to the appointment of a Manager part way through the hearing and were not successful in having their proposed Manager appointed;
 - (b) It is not clear if any costs have been incurred by the parties as no submissions were made on this point;
 - (c) The proceedings have come about in part due to the behaviour of the Respondents; and
 - (d) It would not be fair on all the leaseholders to have to bear a proportion of any costs.

Name: Judge Purcell

Date: 20 July 2026

Judge Martynski

Mr Joseph MRICS

Rights of appeal

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.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).



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Type of application : **Appointment of a Manager**

Tribunal members : **Judge Purcell (Chair)
Judge Martynski
Mr Joseph MRICS**

Venue : **10 Alfred Place, London WC1E 7LR**

Date : **20 July 2026**

MANAGEMENT ORDER

1. In this Order:

“The Property” means the Building known as 5 Talbot Square, Sussex Gardens London W2 1TR 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 5 Talbot Square Management Co Limited or their successors in title to the reversion immediately expectant upon the Leases.

“The Tenants” shall mean the proprietors for the time being of the Leases whether as lessee or under-lessee and “Tenant” shall be construed accordingly.

“The Leases” shall mean all leases and/or underleases of flats in the Property.

“The Manager” means Mr Martin Kingsley

“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”) Mr Martin Kingsley is appointed as Manager of the Property.
3. The Manager’s appointment shall start on **20 July 2026** (“the start date”) and shall end on **19 July 2031** (“the end date”).
4. For the avoidance of doubt this Order supplements but does not displace covenants under the Leases and the Tenants remain bound by them. Where there is a conflict between the provisions of the Order and the Leases, the provisions of the Order take precedence.
5. The purpose of this Management Order is to provide for the management of the Property which includes taking steps to resolve the following problems of inadequate management identified by the tribunal:
 - (a) The undertake the necessary works of repair, decoration and fire safety at the Property
6. To address the steps identified in the previous paragraph the Manager is empowered to:
 - (a) Instruct a suitably qualified Expert to carry out a report on the Building
 - (b) Levy and collect a one-off Service Charge from each leaseholder not to exceed £1,000 per leaseholder
7. The Manager shall manage the Property in accordance with:
 - (a) the terms of this Order and the Directions set out below;
 - (b) the respective obligations of the Landlord and the Tenants under the Leases whereby the Property is demised by the Landlord (save where modified by this Order);

(c) the duties of a Manager set out in the Service Charge Residential Management Code (“the Code”) (it is noted that a 4th Edition has been published, but paragraph references in this Order relate to the 3rd Edition) or such other replacement code published by the Royal Institution of Chartered Surveyors (“RICS”) and approved by the Secretary of State pursuant to section 87 Leasehold Reform Housing and Urban Development Act 1993 (whether the Manager is a Member of the RICS or not; and

(d) the provisions of sections 18 to 30 of the Landlord and Tenant Act 1985.

8. From the date this Order comes into effect, no other party shall be entitled to exercise a management function in respect of the Property where the same is the responsibility of the Manager under this Order.
9. The tribunal requires the Manager to act fairly and impartially in the performance of their functions under this Order and with the skill, care and diligence to be reasonably expected of a Manager experienced in carrying out work of a similar scope and complexity to that required for the performance of the said functions.
10. 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.
11. 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.
12. Any application to extend or renew this Order **must** be made before the end date, preferably at least three months before that date, and supported by a brief report of the management of the Property during the period of the appointment. Where an application for an extension or renewal is made prior to the end date, then the Manager’s appointment will continue until that application has been finally determined.
13. The Manager is appointed to take all decisions about the management of the Property necessary to achieve the purposes of this Order. If the Manager is unable to decide what course to take, the Manager may apply to the Tribunal for further directions, in accordance with section 24(4), Landlord and Tenant Act 1987. Circumstances in which a request for such directions may be appropriate include, but are not limited to:
 - (a) a serious or persistent failure by any party to comply with an obligation imposed by this Order;
 - (b) circumstances where there are insufficient sums held by the Manager to discharge their obligations under this Order and/or for the parties to pay the Manager’s remuneration; and
 - (c) where the Manager is in doubt as to the proper construction and meaning of this Order.

Contracts

14. Rights and liabilities arising under contracts, including any contract of insurance and/or any contract for the provision of any services to the Property, to which the

Manager is not a party, but which are relevant to the management of the Property, shall upon the date of appointment become rights and liabilities of the Manager, save that:

- (a) the Landlord shall indemnify the Manager for any liabilities arising before commencement of this Order; and
- (b) the Manager has the right to decide, in their absolute discretion, the contracts in respect of which they will assume such rights and liabilities, with such decision to be communicated in writing to the relevant parties within 56 days from the date this order.

- 15. 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.
- 16. The Manager shall be responsible for responding to pre-contract enquiries regarding the sale of a residential flat at the Property.

Legal Proceedings

- 17. The Manager may bring or defend any court or tribunal proceedings relating to management of the Property (whether contractual or tortious) and, subject to the approval of the Tribunal, may continue to bring or defend proceedings relating to the appointment, after the end of their appointment.
- 18. Such entitlement includes bringing proceedings in respect of arrears of service charge attributable to any of the Flats in the Property, including, where appropriate, proceedings before this tribunal under section 27A of the Landlord and Tenant Act 1985 and in respect of administration charges under schedule 11 of the Commonhold and Leasehold Reform Act 2002 or under section 168(4) of that Act or before the courts and shall further include any appeal against any decision made in any such proceedings.
- 19. The Manager may instruct solicitors, counsel, and other professionals in seeking to bring or defend legal proceedings and is entitled to be reimbursed from the service charge account in respect of costs, disbursements or VAT reasonably incurred in doing so during, or after, this appointment. If costs paid from the service charge are subsequently recovered from another party, those costs must be refunded to the service charge account.

Remuneration

- 20. The Tenants are responsible for payment of the Managers' fees, which are payable under the provisions of this Order but which may be collected under the service charge mechanisms of their Leases.
- 21. The sums payable are:
 - (a) an annual fee of £1100 per flat for performing the duties set out in paragraph 3.4 of the Code (3rd Edition) (so far as applicable);

- (b) any additional fees contained in a schedule to this Order for the duties set out in paragraph 3.5 of the Code (3rd Edition) (so far as applicable); and
- (c) VAT on the above fees.

Ground Rent and Service charge

- 22. The Manager shall not collect the ground rents payable under the residential Leases.
- 23. The Manager shall collect all service charges and insurance premium contributions payable under the Leases, in accordance with the terms and mechanisms in the Leases.
- 24. Whether or not the terms of any Lease so provides, the Manager shall have the authority to:
 - (a) demand payments in advance and balancing payments at the end of the accounting year;
 - (b) establish a sinking fund to meet the Landlord's obligations under the Leases;
 - (c) allocate credits of service charge due to Tenants at the end of the accounting year to the sinking fund;
 - (d) alter the accounting year and to collect arrears of service charge and insurance that have accrued before their appointment; and
- 25. The Manager may set, demand and collect a reasonable service charge to be paid by the Landlord (as if he were a lessee), in respect of any unused premises in part of the Property retained by the Landlord, or let on terms which do not require the payment of a service charge.
- 26. To ensure that the Manager has adequate funds to manage the Property, the Manager may immediately collect £1,000 from each Tenant. Any sum demanded by the Manager shall be payable within 28 days.
- 27. The Manager is entitled to recover through the service charge the reasonable cost and fees of any surveyors, architects, solicitors, counsel, and other professional persons or firms, incurred by them whilst carrying out their functions under the Order.

Administration Charges

- 28. The Manager may recover administration charges from individual Tenants for their costs incurred in collecting ground rent, service charges and insurance which includes the costs of reminder letters, transfer of files to solicitors and letters before action. Such charges will be subject to legal requirements as set out in schedule 11 of the Commonhold and Leasehold Reform Act 2002.

Disputes

29. In the event of a dispute regarding the payability of any sum payable under this Order by the lessees, additional to those under the Leases (including as to the remuneration payable to the Manager and litigation costs incurred by the Manager), a Tenant, or the Manager, may apply to the tribunal seeking a determination under section 27A of the Landlord and Tenant Act 1985 as to whether the sum in dispute is payable and, if so, in what amount.
30. 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.
31. In the event of dispute regarding the conduct of the management of the property by the Manager, any person interested may apply to the Tribunal to vary or discharge the order in accordance with section 24(9) of the Landlord and Tenant Act 1987.
32. 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

33. The Landlord must comply with the terms of this Order.
34. 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.
35. 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.
36. 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.
37. Within 28 days from the date of this Order the Landlord must provide all necessary information to the Manager to provide for an orderly transfer of responsibilities, to include the transfer of:

- (a) all accounts, books and records relating to the Property, including a complete record of all unpaid service charges; and
- (b) all funds relating to the Property including uncommitted service charges and any monies standing to the credit of a reserve or sinking fund.

DIRECTIONS TO MANAGER

38. The Manager must adhere to the terms of the Order above.

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

39. To protect the directions given 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.

“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 this Order of the Tribunal dated [.....] have been complied with”

Registration

40. The Manager must make an application to HM Land Registry for entry of the restriction referred to, within 14 days of the date of this Order.
41. A copy of the Order should accompany the application (unless it is submitted by a solicitor able to make the necessary declaration at Box 8(c) of the RX1 application form). The application should confirm that:
- this is an Order made under the Landlord and Tenant Act 1987, Part II (Appointment of Managers by a Tribunal) and that pursuant to section 24(8) of the 1987 Act, the Land Registration Act 2002 shall apply in relation to an Order made under this section as they apply in relation to an order appointing a receiver or sequestrator of land.
 - Consequently, pursuant to Rule 93(s) of the Land Registration Rules 2003, the Manager is a person regarded as having sufficient interest to apply for a restriction in standard Form L or N.

Conflicts of Interest

42. 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

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

Insurance

44. The Manager must maintain appropriate building insurance for the Property and ensure that the Manager's interest is noted on the insurance policy.
45. From the date of appointment, and throughout the appointment, the Manager must ensure that he has appropriate professional indemnity insurance cover in the sum of at least £2 million and shall provide copies of the certificate of liability insurance to the Tribunal, and, upon request, to any Tenant or the Landlord. The Certificate should specifically state that it applies to the duties of a Tribunal appointed Manager.

Accounts

46. The Manager must:
- (a) prepare and submit to the Landlord and the Tenants an annual statement of account detailing all monies receivable, received and expended. The accounts are to be certified by the external auditor, if required under the Leases;
 - (b) maintain efficient records and books of account and to produce for these for inspection, to include receipts or other evidence of expenditure, upon request by the Landlord or a Tenant under section 22 Landlord and Tenant Act 1985;
 - (c) maintain on trust in an interest-bearing account at such bank or building society, as the Manager shall from time to time decide, into which ground rent, service charge contributions, Insurance Rent, and all other monies arising under the Leases shall be paid; and
 - (d) hold all monies collected in accordance with the provisions of the Code.

Repairs and maintenance

47. The Manager must:
- (a) draw up a planned maintenance programme for the period of the appointment, allowing for the periodic re-decoration and repair of the exterior and interior common parts of the Property, as well as any roads, accessways, mechanical, electrical and other installations serving the Property, and shall send a copy to every Tenant and to the Landlord;
 - (b) subject to receiving sufficient prior funds:

- (i) carry out all required repair and maintenance required at the Property, in accordance with the Landlord's covenants in the Leases, including instructing contractors to attend and rectify problems, and is entitled to recover the cost of doing so as service charge payable under the Leases or in accordance with the Order.
 - (ii) arrange and supervise any required major works to the Property, including preparing a specification of works and obtaining competitive tenders.
 - (c) liaise with all relevant statutory bodies in the carrying out of their management functions under the Order; and
 - (d) ensure that the Landlord, and the Tenants, are consulted on any planned and major works to the Property and to give proper regard to their views.
48. 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

49. By no later than six months from the date of appointment (and then annually) the Manager must prepare and submit a brief written report to the Tenants, and the Landlord, on the progress of the management of the Property up to that date.

End of Appointment

50. 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).
51. 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.

52. The Manager must reimburse any unexpended monies to the paying parties, or, if it be the case, to any new Tribunal appointed Manager within three months of the end date or, in the case of a dispute, as decided by the Tribunal upon an application by any interested party.

Schedule of Additional fees

- Annual Management Fee £1,100 Plus VAT for each flat at the property.
- The sum of £300 plus VAT for each consultation notice under section 20 of the Landlord and Tenant Act 1985 as amended.
- An additional reasonable charge for dealing with solicitors' enquiries payable by the outgoing lessee on a time spent basis.
- The sum of 10% plus VAT of the contract sum in relation to the arrangement and overall responsibility and supervision of major works (requiring consultation under s20 of the Landlord and Tenant Act 1985). If an external surveyor is appointed, the management fee will be reduced to 5% plus VAT.
- A charge for any initial work undertaken for major works in accordance with the Schedule of hourly rates as follows:-

Manager £175 plus VAT

Senior Property Manager £125 plus VAT

Property Manager £100 plus VAT

Office Administrators, junior staff £75 plus VAT

- The recovery of outstanding service charges shall give rise to an administration charge payable by the defaulting lessee of £25 for the initial reminder letter.
- An additional charge in relation to brokering insurance claims or valuations based on £300 plus VAT per claim.
- A charge for further tasks which fall outside the agreed duties in accordance with the Schedule of hourly rates above.
- To be reimbursed in respect of reasonable costs disbursements and expenses to include fees of counsel, solicitors, and expert witnesses.
- The Manager will decide both fairly and objectively should there be a dispute and will communicate any decision initially orally and/or by email. If a Lessee requests a further response in writing in relation to such decision then a further reasonable charge will be made in accordance at the Manager's discretion.