FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00BK/LAM/2025/0028**
Property	**:**	**61 Montagu Square, London W1H 2LU**
Applicant	**:**	**Joanne Walker**
Representative	**:**	**Mr Loveday (Counsel)**
Respondent	**:**	**1. Templeco 670 Limited** **2. Nicholas Walker** **3. Natasha Walker** **4. Marcus Walker**
Representative	**:**	**Mr Gatty (Counsel)**
Type of application	**:**	**Appointment of Manager – section 24 of the Landlord and Tenant Act 1987**
Tribunal	**:**	**Judge J Moate; Mr S Wheeler (MCIEH CEnvH)**
Date of Decision	**:**	**06 July 2026**

DECISION

Summary of Decision

1. The Applicant's application for the appointment of a manager is granted.

2. The Tribunal appoints Mr Peter Cobrin as Manager of the Property for a term commencing on 27 July 2026 and ending, subject to any extension, on 26 July 2029.

3. The Management Order is attached hereto.

Background

4. This application is for the appointment of a manager under s24 of the Landlord and Tenant Act 1987 ("LTA 1987") at the property at 61 Montagu Square, London W1H 2LU. The Property is a garden square property in Marylebone containing three flats.

5. The First Respondent, ("Templeco"), owns the freehold of the Property and is the landlord for the purposes of this application. Two shares have been issued in Templeco. The Applicant, Joanne Walker ("A"), owns one of the shares and the Third and Fourth Respondents Natasha Walker ("R3") and Marcus Walker ("R4") jointly own the other share. A and the Second Respondent Nicholas Walker ("R2") are the two company directors. However, Templeco is, and has been since incorporation, a dormant company. It has never managed the Property.

6. The leasehold flats are all owned by members of the Walker family. A is Nicholas Walker's sister and Natasha Walker and Marcus Walker are Nicholas Walker's children. Historically, the Property was managed informally by family members but due to ongoing disputes between them this management arrangement has broken down.

7. To resolve the management issues, A seeks an order appointing Mr Peter Cobrin as a manager. A preliminary notice under section 22 of the Act dated 11 July 2025 was served on the Respondents.

8. Judge Martyński gave directions following a case management hearing on 28 October 2025. Those directions were subsequently amended on 30 December 2025 and 25 February 2026 and a hearing was listed for 27 May 2026.

9. Nicholas, Natasha and Marcus Walker's (collectively "R2-4") position at the hearing was that they accept that management has completely broken down and agree that the Tribunal should appoint a manager under s.24(2)(b) LTA 1987 ("other circumstances … for an order to be made").

Issues for the Tribunal

10. Given R2-4's concession, the key issues for the Tribunal to determine are:

    a) The identity of the manager to be appointed. A proposes Mr Peter Cobrin of Westbury Residential. R2-4 propose Mr Martin Kingsley of K&M Property Management.

b) The s.24(1)(a) “functions”. There are several differences about the terms of appointment which appear in a ‘marked up’ Draft Management Order.

The Hearing

11. The hearing took place on 27 May 2026. A was represented by Mr Loveday of counsel, instructed by Boodle Hatfield and R2-4 were represented by Mr Gatty of counsel, instructed by Keystone Law. Both counsel had prepared skeleton arguments.

12. There were three bundles: a Core Bundle of 213 pages, an Evidence Bundle Part 1 of 718 pages and an Evidence Bundle Part 2 of 447 pages.

13. In attendance at the hearing were both the proposed managers, Mr Peter Cobrin and Mr Martin Kingsley, the Applicant’s solicitor Colin Young and the Respondent’s solicitor Martin Pearse, and three of the five parties: Joanne Walker, Natasha Walker and Nicholas Walker.

14. Both Mr Cobrin and Mr Kingsley gave oral evidence and were cross-examined. The parties agreed that they did not need to call any further evidence.

15. After the hearing, the parties sent in an amended “marked up” management order showing the outstanding points of disagreement, there having been clarification and agreement over certain clauses during the hearing.

The Leases

16. Each of the flats is subject to an occupational lease expiring in 2053 and an overriding 999 year lease, the latter granted in 2011 when R2 and A funded the acquisition of the freehold from the Portman Estate. A owns the overriding and occupational leases of Flat 1. R2 and A jointly own the overriding lease of Flat 2 and A owns its occupational lease (which she bought from A and R2’s mother, Mavis Walker). R3 and R4 own the overriding lease of Flat 3. R2 owns the occupational lease of Flat 3 but is intending to transfer it to R3 and R4. R3 and R4 live in Flat 3. R2 lives in Portugal and A lives in the USA. A diagram of the freehold and leasehold ownership is at page 1 of Evidence Bundle 1.

17. Copies of the leases are at pages 62 to 272 of Evidence Bundle 1. The landlord’s covenants in the overriding leases include insuring and repairing the Property and the tenant’s covenants include paying a service charge towards the landlord’s costs.

The Law

18. The relevant statutory provisions in respect of this application are found in s24 of the 1987 Act as follows:

> *"24 Appointment of a 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-*
> *[. . . . . . .]*
> ***(b) where the tribunal is satisfied that other circumstances exist which make it just and convenient for the order to be made."***

19. If a ground is made out, the Tribunal must then consider the suitability of the proposed appointee and the "functions" s/he will exercise.

20. The Property Chamber Practice Statement on the Tribunal's consideration of who to appoint as a Manager (Revised July 2023) provides guidance at paragraphs 4-12.

21. As to the functions, these are dealt with in s.27A(4) and (5) LTA 1987. The functions are not confined to carrying out the terms of the lease or the landlord's obligations under it. Both parties relied on the decision in *Maunder-Taylor v Blaquiere [2002]* EWCA Civ 1633 in which Aldous LJ stated at [41]*:*

> *"In my view the purpose of Part II of the 1987 Act is to provide a scheme for the appointment of a manager who will carry out the functions required by the court. That manager carries out those functions in his own right as a court-appointed official. He is not appointed as the manager of the landlord or even of the landlord's obligations under the lease. That being so, Mr Maunder Taylor was a court-appointed manager appointed to carry out those duties required by the order appointing him."*

22. Longmore LJ said at [50]:

> *"It is clear to my mind that Parliament intended that a manager should, when appointed pursuant to section 24(1) of the Act, come in with a clean sheet and be able to collect service charges due from the tenants and use the money so obtained for the repair of the premises…".*

23. In *Queensbridge Investments Ltd v Lodge* [2015] UKUT 635 (LC) HHJ Huskinson said at [44]:

> *"I accept that as a matter of general principle, as well as for the purpose of complying with the relevant human rights legislation including in particular Article 1 of the first protocol to the ECHR, there must be a reasonable relationship of proportionality between the terms of the management order and the aim sought to be realised, in the interests of the community, by the management order. I respectfully agree with the Deputy President's analysis in paragraph 51 in Sennadine Properties Limited v Heelis where he stated that the scope of an order under section 24 should be proportionate to the tasks which the tenants are entitled under their leases to look to their landlord to perform."*

Whether a manager should be appointed

24. The A and R2-4 agree that a manager should be appointed on the basis that other circumstances exist which make it just and convenient for the order to be made.

The Tribunal's decision on the appointment of a manager

25. The Tribunal is satisfied that other circumstances exist which make it just and convenient for a manager to be appointed.

26. There is an impasse between A and R2 that prevents Templeco from managing the Property as landlord under the overriding leases, such that it is just and convenient to appoint a manager.

The identity of the manager to be appointed

27. Mr Loveday submitted that both managers were suitable and the Tribunal should not conduct a “beauty contest”. He invited the Tribunal to consider the Applicant’s proposed manager first and, if he was found to be suitable, appoint him without consideration of the Respondent’s proposed manager.

28. Mr Gatty opposed this approach on the basis that it would be appropriate to hear from both proposed managers and decide who was the most suitable.

29. Both counsel agreed they were not aware of any guidance on how to approach this situation either in the statute or Practice Direction.

30. The Tribunal decided to hear from both proposed managers before making a determination as they were both present and had both prepared management plans.

31. Mr Loveday submitted that Mr Cobrin was eminently suitable as an appointee because:

(1) He has extensive experience of management and currently manages 5 London properties for landlords/Mancos [CB p.204].

(2) He holds 5 further current Tribunal appointments, including a substantial period house conversion in Chelsea. He is awaiting decisions on two more appointments [CB p.203].

(3) He has previously been complemented by a Tribunal about the care he has taken engaging with a building and the issues there: 121 Beaumont Street LON/00AW/LVM/2024/0606 §59 [CB p.76].

(4) He has visited twice and prepared two management plans.

(5) He understands the personal nature of the Tribunal appointments. But he nevertheless has the support of a substantial management business.

(6) He has suitable professional indemnity cover, etc.

(7) He has at least reached out to R2 to discuss the appointment – albeit that offer was refused.

32. He submitted that Mr Cobrin ‘ticks all the boxes’ and it was unclear what objection R2-4 may have to Mr Cobrin (other than him being A’s nominee).

33. Mr Cobrin gave evidence about his experience as a property manager, his knowledge of the Property and how he would manage it. When questioned by Mr Gatty about the length of his experience, he said he had been professional property manager since 2021 and that he had just recently qualified as a member of the Property Institute. He explained that before that he had gained valuable experience in managing property as a leaseholder.

34. When challenged by Mr Gatty, Mr Cobrin explained that he was satisfied management was operable under the terms of the lease. He said he would enter into a sensible conversation with all parties and that if he was operating with consent, that was a good thing. He said he liked to take a proactive approach as this resulted in smooth management. He considered that it would be helpful to act as company secretary for Templeco, but this was not necessary if the Tribunal did not order it. He agreed that CPI was a more realistic measure of inflation than RPI. When asked about whether he had input into the management plan, he responded that he had. He said he considered that rights of access to the Property were necessary and should not be qualified. He confirmed that it was important that the service charge year align with the management order as that made sense in terms of accounting. When questioned about the payment of any previous unpaid bills, he said he would pay these from the £15,000 initial payment by leaseholders to cover immediate expenses.

35. Mr Kingsley gave evidence that he also considered the leases to be in good order for management purposes and the leaseholder structure therein was adequate. He set out his qualifications and management experience. When questioned by Mr Loveday about the number of appointments he held with the Tribunal as manager and whether he thought there was a limit to the amount he could take on, he said he would not put himself forward if he did not think he had capacity to manage it; he could not put a number on the limit. He accepted that he sometimes had “oversight” of management by other members of the firm and was not doing all the management himself.

36. Mr Kingsley said he would not seek to be involved in Templco as company secretary. When challenged about which version of the management order he had approved, he said it was the marked up version dated 23/03/26. He said he might have looked at the original when it was first sent but then approved the changes in red. As to his involvement he said most had been changed, but he made a few comments.

37. Regarding how to resolve management issues which might arise in Flat 2 (given its ownership structure) he accepted he might need to step in below

the headlease. He accepted that this was not envisaged in his management plan draft order as "Tenants" excluded underlessees. He said he considered a manager should not get embroiled in the past and it was for the parties to settle outstanding bills. When challenged on this he agreed that did not extend to matters such as insurance because the Property must not come "off cover". He agreed with Mr Cobrin that the service charge year should align with the management order. As to access, he considered there should be no more than that envisaged by the Lease.

38. Mr Gatty submitted that Mr Kingsley was more suitable because he had more experience and his fees were lower. He submitted that cost was a relevant consideration because there were only three flats so only 3 leases to share the management costs. He submitted that R3 and R4 were brother and sister, one of whom was a PHD student and the other who was in his first job. He said it was not appropriate to seek to be company secretary (as Mr Cobrin was proposing) and that Mr Kingsley's approach as to past bills was the correct one.

The Tribunal's decision on the identity of the manager

39. The Tribunal finds itself in the invidious position of having to choose between two managers, both of which are suitable to be appointed. The Tribunal finds there is some force in Mr Loveday's argument that as this is A's application for a manager and A has proposed a suitable manager, the Tribunal need look no further. If that is correct, Mr Cobrin must be appointed.

40. However, given that the Tribunal heard evidence from both proposed managers and for the avoidance of doubt, the Tribunal nevertheless considers the merits of both managers.

41. The Tribunal finds that in the context of the Property, Mr Cobrin is the more suitable manager. No disrespect is meant to Mr Kingsley and this finding certainly does not suggest that one manager is better than the other generally.

42. The Tribunal's reasons are that:

    a) Mr Cobrin manages less properties meaning he is likely to be able to allocate more individual time to each. Mr Kingsley's business structure means he can manage more properties at once but is likely to allocate less personal time to each, instead drawing assistance from other members of his firm. One model is not necessarily better than the other, but in the context of this case and the personal animosity between the parties, the Tribunal finds that greater individual attention is welcome.

b) Mr Cobrin was keen to emphasize his proactive approach to property management and the need for direct communication to gain consent where possible. This was part of his proposed management order. Mr Kingsley opposed the inclusion of consultation and giving regard to the views of all the tenants when preparing a budget. The Tribunal finds that in the context of this case it will assist to be proactive and engage in consultation, rather than simply imposing a solution.

c) Mr Cobrin appeared to have engaged more with the material before him and thought through the potential problems. For example, he had considered the difficulties which might arise in Flat 2 due to the ownership structure, and the need to include sublessees in the management order. Mr Kingsley was at times vague over his input in the draft management order and did not appear to have thought through, for example, how he would deal with issues with sublessees if they were not included (as per his draft order).

d) Although it is true that Mr Kingsley's fees are lower (£4,500 as opposed to £6,500 plus VAT per annum), with lower hourly rates and a slightly lower percentage for major works (10% as opposed to 12%), the Tribunal does not consider that this outweighs the other factors or that Mr Cobrin's fees are unreasonable. The most important outcome is for the management order to be successful and for the management of the Property to run smoothly. The Tribunal finds that Mr Cobrin is suitable and, although finely balanced, best placed to achieve this outcome here.

e) As regards the other points raised by Mr Gatty in opposition to the appointment of Mr Cobrin, the Tribunal finds that these can be addressed via the Management Order which will set out the manager's powers.

43. **The Tribunal appoints Mr Peter Cobrin as Manager of the Property for a term commencing on 27 July 2026 and ending, subject to any extension, on 26 July 2029.**

The s.24(1)(a) "functions" in the management order

44. The remaining issues to be determined in the draft management order following the hearing, save from the identity of the manager, were as follows:

a) whether underlessees and underleases should be included, and if so, how to distinguish who must pay the £5,000 immediate contribution;
b) whether the budget should be consulted upon with the tenants, giving regard to their views;
c) whether the service charge regime should commence on the start date;
d) whether there should be service charge accounts for a period of up to 12 months prior to the start date;
e) whether the Manager's access to demised parts of the Property shall be exercised in accordance with the landlord's right of access under the Leases and underleases of the flats at the Property.

Decision in respect of the s.24(1)(a) "functions" in the management order

45. The Tribunal makes the attached management order.

46. As to a) the Tribunal finds that underlessees and underleases should be included because the manager will need to deal with all issues arising under the leases and their powers would be limited if unable to step in at underlease level.

47. As to b) the Tribunal finds that the budget should be consulted upon with the tenants and proper regard given to their views. This approach is more likely to result in smoother management in the context of this relatively small, 3-flat property, without interfering with the need for an immediate budget.

48. As to c) and d) the Tribunal finds that the service charge regime should commence on the start date and not cover the previous 12 months because there has been no service charge regime in place until now (contrary to the terms of the lease) and a retrospective regime would be inappropriate and contrary to the to the spirit of a "clean sheet" as expressed in *Maunder-Taylor v Blaquiere*.

49. As to e) the Tribunal finds that access to demised parts of the Property shall be exercised in accordance with the landlord's right of access under the Leases and underleases of the flats at the Property. The Tribunal considers that any additional access provision would constitute an unnecessary interference with the tenants' right to privacy and quiet enjoyment, contrary to the decision in *Queensbridge Investments Ltd v Lodge*.

Name: Judge J Moate **Date:** 04 July 2026

<u>Rights of appeal</u>

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).

FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

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Applicant	**:**	**Joanne Walker**
Representative	**:**	**Mr Loveday (Counsel)**
Respondent	**:**	**1. Templeco 670 Limited** **2. Nicholas Walker** **3. Natasha Walker** **4. Marcus Walker**
Representative	**:**	**Mr Gatty (Counsel)**
Type of application	**:**	**Appointment of Manager – section 24 of the Landlord and Tenant Act 1987**
Tribunal	**:**	**Judge J Moate; Mr S Wheeler (MCIEH CEnvH)**
Date of Decision	**:**	**06 July 2026 amended on 07 August 2026**

AMENDED MANAGEMENT ORDER

We exercise our powers under Rule 50 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 correct the clerical mistake, accidental slip or omission at paragraphs 37 and 38 of the Management Order dated 06/07/2026. Our amendment is made in bold red type. We have corrected our original Management Order because of clerical mistakes in the Property title number and paragraph references.

Interpretation

1. In this Order:

"The Property" means the flats known as known as 61 Montagu Square, London W1H 2LU and registered at HM Land Registry under title number NGL916583 as shown edged in red on the plan annexed hereto.

"The Landlord" shall mean the registered proprietor of the freehold premises 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 Overriding Lessee(s)" shall mean the registered proprietor(s) of the leasehold premises.

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

"The Manager" means Peter Cobrin of Westbury Residential Limited.

"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 Peter Cobrin of Westbury Residential Limited is appointed as Manager of the Property.

3. The Manager's appointment shall start on a date 21 days from this order.

   ("the start date") and shall end at the end of a period of three years commencing on the start date ("the end date") and the service charge year shall be adjusted accordingly, to align with the start 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:

The inability of the First Respondent to manage the Property on account of an impasse between its directors, the Applicant and the Second Respondent.

6. To address the steps identified in the previous paragraph the Manager is empowered to:

   (a) prepare an immediate budget and consult thereon with all the Tenants of the flats at the Property and their sublessees, giving proper regard to their views;

   (b) collect £5,000 per flat from the Overriding Lessee(s) thereof on account of service charges, such amounts to be paid within 7 days of being demanded, to discharge any outstanding debts or fund any expenses that need to be incurred before the service charge regime provided for at paragraph 6(c) is in place;

   (c) put in place a service charge regime based on the provisions of the Leases/s commencing from the start date;

   (d) take any necessary steps to ensure full compliance with the regulatory requirements of Fire Safety (England) Regulations 2022.

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") (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 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.

<u>Contracts</u>

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.

Licences to assign, approvals and pre-contract enquiries

16. The Manager shall be responsible for carrying out those landlord functions in the Leases concerning approvals and permissions (including those for sublettings, assignments, alterations and improvements) provided that the Manager's fees (if any) for dealing with such applications shall be borne by the relevant applicant for approval or permission.

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

Legal Proceedings

18. 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.

19. Such entitlement includes bringing proceedings in respect of arrears of service charge prepare service charge accounts arising after the start date 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.

20. 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

21. The sums payable are:

   (a) an annual fee of £6,500 for performing the duties set out in paragraph 6.4 of the RICS Code (so far as applicable);
   (b) any additional fees contained in a schedule to this Order for the duties set out in paragraph 6.5 of the RICS Code (so far as applicable); and
   (c) VAT on the above fees.

Service charge

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

23. 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.

24. To ensure that the Manager has adequate funds to manage the Property, the Manager may immediately collect £5,000 from the Overriding Lessee(s) of each flat at the Property as set out in paragraph 6(b) above.

25. 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

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

fees charged are set out in the Appendix of additional fees.

Disputes

27. 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.

28. 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.

29. 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.

30. 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 AND TENANTS

31. The Landlord, its directors and Tenants must comply with the terms of this Order.

32. 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.

33. Notwithstanding the historic absence of management by the Landlord, the Landlord and Tenants must 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.

34. The Landlord and Tenants are to allow the Manager and their employees and agents access to all parts of the Property (save that the Manager's access to demised parts of the Property shall be exercised in accordance with landlord's right of access under the Leases and the underleases of the flats at the Property only) 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 his functions and duties, and exercise his powers under this Order.

35. Within 28 days from the date of this Order the Landlord and Tenants 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

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

<u>Entry of a Form L restriction in the Register of the Landlord's Registered Estate</u>

37. To protect the direction in paragraph 32 for procurement by the Landlord, of a direct covenant with the Manager, **the Manager must apply** for the entry of the following restriction in the register of the Landlord's estate under title no(s) NGL91658**3**

    "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 ~~35~~ **32** of an Order of the Tribunal dated 6 July 2026 have been complied with"

<u>Registration</u>

38. The Manager must make an application to HM Land Registry for entry of the restriction referred to in paragraph ~~40~~ **37**, within 14 days of the date of this **Amended** 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:

- 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

40. 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

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

Insurance

42. The Manager must maintain appropriate building insurance for the Property and ensure that the Manager's interest is noted on the insurance policy.

43. From the date of appointment, and throughout the appointment, the Manager must ensure that he/she 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

44. 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.

<u>Repairs and maintenance</u>

45. The Manager must:

(a) Within 6 weeks of this order, 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.

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

<u>Reporting</u>

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

<u>End of Appointment</u>

48. 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).

49. 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.

50. 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

1. Fees for the above-mentioned management services (with the exception of supervision of major works) would be a fee of £6,500 plus VAT per annum for the Premises. Thereafter the fee shall be reviewed annually in line with the Consumer Prices Index ("CPI").

2. An additional charge for dealing with solicitors' enquiries on transfer will be made in the sum not to exceed £300.00 plus VAT payable by the outgoing Tenant.

3. An additional charge for issuing or receipting Notices of £150.00 plus VAT.

4. An additional fee for the preparation of any License of Consent work of £300 plus VAT.

5. The undertaking of further tasks which fall outside those duties described above are to be charged separately at the present hourly rate of £175.00 plus VAT.

6. The sum of £300 plus vat for each consultation notice under section 20 of the Landlord and Tenant Act 1985 as amended.

7. The sum of 10% plus vat of the contract sum in relation to the arrangement and overall responsibility and supervision of major works and or an hourly rate of£ 175 per hour.

8. The recovery of outstanding service charges shall give rise to an administration charge payable by the defaulting Tenant of £ 15 for each letter or demand written after the first.

9. An additional charge in relation to brokering insurance claims or valuations based on £300 plus vat per claim.

10. To be reimbursed in respect of reasonable costs disbursements and expenses to include fees of council, solicitors, and expert witnesses.

11. The sum of £60 per annum for each client account operated.