FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/29UL/LCO/2025/0003
Property	:	Tudor Court, 63 Earls Avenue, Folkestone, Kent, CT20 2HA
Applicant	:	Tudor Court (Folkestone) RTM Company Limited
Representative	:	Stephen Watt, Director of the Applicant company.
Respondent	:	Flatwise Limited (formerly Alphaware Properties Limited) (Co. Regn. No. 08428645)
Representative	:	
Type of Application	:	Order for compliance with Chapter 1 of Part 2 of the Commonhold and Leasehold Reform Act 2002 as amended (CLRA)
Tribunal Members	:	Tribunal Judge Bowden Tribunal Member Ms Barton MRICS Tribunal Member Mr Shaylor MCIEH
Venue	:	Paper Determination
Date of Decision	:	21 August 2026

DECISION

This is a formal order of the Tribunal which must be complied with by the parties.
Communications to the Tribunal MUST be made by email to rpsouthern@justice.gov.uk. All communications must clearly state the Case Number and address of the premises.

Summary of Decision

(1) As there was no valid claim notice, no RTM acquisition occurred; therefore, no obligations under s.92-94 arose. Therefore, there is no breach capable of enforcement under s.107.

(2) The application for an order under s.107 is dismissed.

Background

1. The Applicant is a right to manage company, set up to take over the management of Tudor Court, 63 Earls Avenue, Folkestone, Kent, CT20 2HA (the "Property").

2. The Applicant seeks an order for the Respondent to comply with Chapter 1 of Part 2 of the Commonhold and Leasehold Reform Act 2002 as amended (CLRA 2002).

3. The Applicant previously made an application to the Tribunal concerning the right to manage; HAV/29UL/LRM/2025/0607, decision dated 27 August 2025. The previous application provides important context for the application before the Tribunal.

4. The Property is a block of 7 flats.

5. The Respondent is Flatwise Ltd (formerly Alphaware Limited), whose registered address is 1-2 Rhodium Point, Spindle Close, Hawkinge, Folkestone, England, CT18 7TQ.

6. The Respondent has not responded to or engaged with the application.

Earlier application HAV/29UL/LRM/2025/0607

7. On a date before 27 August 2025, the Applicant made an application to the Tribunal for an order relating to (No Fault) Right to Manage

Chapter 1 Commonhold and Leasehold Reform Act 2002 (CLRA). This was case HAV/29UL/LRM/2025/0607.

8. Case HAV/29UL/LRM/2025/0607 was determined on 27 August 2025. In HAV/29UL/LRM/2025/0607 the issues were:

14. The Respondent submitted that for the reasons given that:-

a. the claim notice is invalid and ineffective,

b. the Applicant had failed to satisfy the statutory membership requirements,

c. certain purported members are not qualifying tenants, the Tribunal should dismiss the claim.

15. The Applicant responded to the Respondent's submissions, rebutting them.

16. In summary ,the Applicant said that:-

a. in the absence of the service of a counter notice the right to manage would vest in the RTM company.

b. The register of members maintained by Companies House is not definitive and it is the Applicant's register of members which is demonstrated evidence of membership.

c. Stephen Watt and Peter Watt are qualifying tenants and the absence of service of a notice of assignment was irrelevant

d. It repeated that sections 87A and 87B of CLRA conferred jurisdiction on the Tribunal "to enforce RTM rights notwithstanding the absence of a counter-notice"

e. It concluded that the RTM had vested automatically in the Applicant on 21 December 2024.

f. It invited the Tribunal to treat the application as an application for enforcement under the amended statutory framework and issue directions for the transfer of management functions in accordance with sections 92 – 93 of CLRA.

9. In HAV/29UL/LRM/2025/0607, the Tribunal determined that it did not have jurisdiction under sections 84, 87A or 87B of CLRA 2002 to make the orders sought by the Applicant.

10. In HAV/29UL/LRM/2025/0607 the Tribunal Judge commented at para 26:

> *26. Whilst not a question for this tribunal to decide, in the context of this determination, it has concluded that had the Respondent wanted to challenge the claim notice, it could have served a counter notice, had it been satisfied that on the relevant date, the Applicant was not entitled to acquire the right to manage the premises **by reason of a specified provision of this Chapter** (Chapter 1 of CLRA). (**Tribunal's emphasis**). The fact that it did not appears significant.*

Current application HAV/29UL/LCO/2025/0003

11. On 19 September 2024 the Applicant sent to the Respondent a letter purporting to be a claim notice as required by s.80 of CLRA 2002.

12. On 03 October 2024 the Flatwise sent to the Applicant a letter stating:

> *"Having examined the latest claim letter, we've obtained paid for legal advice that it is again invalid and therefore, as previously, technically no need for a counter notice.*
>
> *As we have previously stated, given the effect of a valid claim under section 79 of the Act, it is paramount that there should be no doubt about the validity (and the date of coming into effect) of a notice purporting to be served under and in accordance with the Act. This is not the situation at present. We should again invite you to consider the validity of your latest notice,*

and you may deem it appropriate to withdraw your latest notice and serve a fresh notice which complies with requirements of the act and the regulations."

13. By way of the application dated 08 October 2025, the Applicant applied for a Section 107 order, an order for compliance with Chapter 1 of Part 2 of CLRA 2002.

The Law

14. CLRA 2002

s.107 Power of tribunal to order compliance

(1) The appropriate tribunal may, on the application of any person interested, make an order requiring a person who has failed to comply with a requirement imposed on him by, under or by virtue of any provision of this Chapter to make good the default within such time as is specified in the order.

(2) An application shall not be made under subsection (1) unless—

(a) a notice has been previously given to the person in question requiring him to make good the default, and

(b) more than 14 days have elapsed since the date of the giving of that notice without his having done so.

(3) Where an order other than an order to pay a sum of money has been made under subsection (1) by the appropriate tribunal—

(a) a person may apply to the county court for enforcement of the order;

(b) the appropriate tribunal may by order transfer proceedings to the county court for enforcement of the order;

and the order is to be enforceable by the court in the same way as an order of the court.

(4) See section 176C for general provision about the enforcement of tribunal decisions and section 27 of the Tribunals, Courts and Enforcement Act 2007 for provision about the enforcement of an order to pay a sum of money.

s.79 Notice of claim to acquire right

(1) A claim to acquire the right to manage any premises is made by giving notice of the claim (referred to in this Chapter as a "claim notice"); and in this Chapter the "relevant date" , in relation to any claim to acquire the right to manage, means the date on which notice of the claim is given.

(2) The claim notice may not be given unless each person required to be given a notice of invitation to participate has been given such a notice at least 14 days before.

(3) The claim notice must be given by a RTM company which complies with subsection (4) or (5).

(4) If on the relevant date there are only two qualifying tenants of flats contained in the premises, both must be members of the RTM company.

(5) In any other case, the membership of the RTM company must on the relevant date include a number of qualifying tenants of flats contained in the premises which is not less than one-half of the total number of flats so contained.

(6) The claim notice must be given to each person who on the relevant date is—

(a) landlord under a lease of the whole or any part of the premises,

(b) party to such a lease otherwise than as landlord or tenant, or

(c) a manager appointed under [Part 2] of the [Landlord and Tenant Act 1987 (c. 31)] (referred to in this Part as "the 1987 Act") to act in relation to the premises, or any premises containing or contained in the premises.

(7) Subsection (6) does not require the claim notice to be given to a person who cannot be found or whose identity cannot be ascertained; but if this subsection means that the claim notice is not required to be given to anyone at all, section 85 applies.

(8) A copy of the claim notice must be given to each person who on the relevant date is the qualifying tenant of a flat contained in the premises.

(9) Where a manager has been appointed under Part 2 of the 1987 Act to act in relation to the premises, or any premises containing or contained in the premises, a copy of the claim notice must also be given to the [...][1] tribunal or court by which he was appointed.

s.80 Contents of claim notice

(1) The claim notice must comply with the following requirements.

(2) It must specify the premises and contain a statement of the grounds on which it is claimed that they are premises to which this Chapter applies.

(3) It must state the full name of each person who is both—

(a) the qualifying tenant of a flat contained in the premises, and

(b) a member of the RTM company,

and the address of his flat.

(4) And it must contain, in relation to each such person, such particulars of his lease as are sufficient to identify it, including—

(a) the date on which it was entered into,

(b) the term for which it was granted, and

(c) the date of the commencement of the term.

(5) It must state the name and registered office of the RTM company.

(6) It must specify a date, not earlier than one month after the relevant date, by which each person who was given the notice under section 79(6) may respond to it by giving a counter-notice under section 84.

(7) It must specify a date, at least three months after that specified under subsection (6), on which the RTM company intends to acquire the right to manage the premises.

(8) It must also contain such other particulars (if any) as may be required to be contained in claim notices by regulations made by the appropriate national authority.

(9) And it must comply with such requirements (if any) about the form of claim notices as may be prescribed by regulations so made.

S.81 Claim notice: supplementary

(1) A claim notice is not invalidated by any inaccuracy in any of the particulars required by or by virtue of section 80.

(2) Where any of the members of the RTM company whose names are stated in the claim notice was not the qualifying tenant of a flat contained in the premises on the relevant date, the claim notice is not invalidated on that account, so long as a sufficient number of qualifying tenants of flats contained in the premises were members of the company on that date; and for this purpose a "sufficient number" is a number (greater than

one) which is not less than one-half of the total number of flats contained in the premises on that date.

(3) Where any premises have been specified in a claim notice, no subsequent claim notice which specifies—

(a) the premises, or

(b) any premises containing or contained in the premises,

may be given so long as the earlier claim notice continues in force.

(4) Where a claim notice is given by a RTM company it continues in force from the relevant date until the right to manage is acquired by the company unless it has previously—

(a) been withdrawn or deemed to be withdrawn by virtue of any provision of this Chapter, or

(b) ceased to have effect by reason of any other provision of this Chapter.

s.84 Counter-notices

(1) A person who is given a claim notice by a RTM company under section 79(6) may give a notice (referred to in this Chapter as a "counter-notice") to the company no later than the date specified in the claim notice under section 80(6).

(2) A counter-notice is a notice containing a statement either—

(a) admitting that the RTM company was on the relevant date entitled to acquire the right to manage the premises specified in the claim notice, or

(b) alleging that, by reason of a specified provision of this Chapter, the RTM company was on that date not so entitled,

and containing such other particulars (if any) as may be required to be contained in counter-notices, and complying with *such requirements (if any) about the form of counter-notices, as may be prescribed by regulations made by the appropriate national authority.*

(3) Where the RTM company has been given one or more counter-notices containing a statement such as is mentioned in subsection (2)(b), the company may apply to [the appropriate tribunal for a determination that it was on the relevant date entitled to acquire the right to manage the premises.

(4) An application under subsection (3) must be made not later than the end of the period of two months beginning with the day on which the counter-notice (or, where more than one, the last of the counter-notices) was given.

(5) Where the RTM company has been given one or more counter-notices containing a statement such as is mentioned in subsection (2)(b), the RTM company does not acquire the right to manage the premises unless—

(a) on an application under subsection (3) it is finally determined that the company was on the relevant date entitled to acquire the right to manage the premises, or

(b) the person by whom the counter-notice was given agrees, or the persons by whom the counter-notices were given agree, in writing that the company was so entitled.

(6) If on an application under subsection (3) it is finally determined that the company was not on the relevant date entitled to acquire the right to manage the premises, the claim notice ceases to have effect.

(7) A determination on an application under subsection (3) becomes final—

(a) if not appealed against, at the end of the period for bringing an appeal, or

(b) if appealed against, at the time when the appeal (or any further appeal) is disposed of.

(8) An appeal is disposed of—

(a) if it is determined and the period for bringing any further appeal has ended, or

(b) if it is abandoned or otherwise ceases to have effect.

s.90 The acquisition date

(1) This section makes provision about the date which is the acquisition date where a RTM company acquires the right to manage any premises.

(2) Where there is no dispute about entitlement, the acquisition date is the date specified in the claim notice under section 80(7).

(3) For the purposes of this Chapter there is no dispute about entitlement if—

(a) no counter-notice is given under section 84, or

(b) the counter-notice given under that section, or (where more than one is so given) each of them, contains a statement such as is mentioned in subsection (2)(a) of that section.

(4) Where the right to manage the premises is acquired by the company by virtue of a determination under section 84(5)(a), the acquisition date is the date three months after the determination becomes final.

(5) Where the right to manage the premises is acquired by the company by virtue of subsection (5)(b) of section 84, the acquisition date is the date three months after the day on which the person (or the last person) by whom a counter-notice containing a statement such as is mentioned in subsection (2)(b) of that section was given agrees in writing that the company

was on the relevant date entitled to acquire the right to manage the premises.

(6) Where an order is made under section 85, the acquisition date is (subject to any appeal) the date specified in the order.

s.93 Duty to provide information

(1) Where the right to manage premises is to be acquired by a RTM company, the company may give notice to a person who is—

(a) landlord under a lease of the whole or any part of the premises,

(b) party to such a lease otherwise than as landlord or tenant, or

(c) a manager appointed under Part 2 of the 1987 Act to act in relation to the premises, or any premises containing or contained in the premises,

requiring him to provide the company with any information which is in his possession or control and which the company reasonably requires in connection with the exercise of the right to manage.

(2) Where the information is recorded in a document in his possession or control the notice may require him—

(a) to permit any person authorised to act on behalf of the company at any reasonable time to inspect the document (or, if the information is recorded in the document in a form in which it is not readily intelligible, to give any such person access to it in a readily intelligible form), and

(b) to supply the company with a copy of the document containing the information in a readily intelligible form.

(3) A notice may not require a person to do anything under this section before the acquisition date.

(4) But, subject to that, a person who is required by a notice to do anything under this section must do it within the period of 28 days beginning with the day on which the notice is given.

The Right to Manage (Prescribed Particulars and Forms) (England) Regulations 2010 Schedule 2 para 1

CLAIM NOTICE[ORIGINAL IMAGE: See footnotes for amendments [2] .] [1]

To *[name and address]* **(See Note 1 below)**

1. [*Name of RTM company*] ("the company"), of [*address of registered office*], and of which the registered number is [*number under Companies Act 2006*], in accordance with Chapter 1 of Part 2 of the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") claims to acquire the right to manage [*name of premises to which notice relates*] ("the premises").

2. The company claims that the premises are ones to which Chapter 1 of the 2002 Act applies on the grounds that [*state grounds*]. **(See Note 2 below)**

3. The full names of each person who is both—

(a) the qualifying tenant of a flat contained in the premises, and

(b) a member of the company,

and the address of that person's flat are set out in Part 1 of the Schedule below.

4. There are set out, in Part 2 of the Schedule, in relation to each person named in Part 1 of the Schedule—

(a) the date on which that person's lease was entered into,

(b) the term for which it was granted,

(c) the date of commencement of the term

(d) *such other particulars of the lease as are necessary to identify it.

*may be ignored if no other particulars need to be given.

5. If you are—

(a) landlord under a lease of the whole or any part of the premises,

(b) party to such a lease otherwise than as landlord or tenant, or

(c) a manager appointed under Part 2 of the Landlord and Tenant Act 1987 to act in relation to the premises, or any premises containing or contained in the premises,

you may respond to this claim notice by giving a counter-notice under section 84 of the 2002 Act. A counter-notice must be in the form set out in Schedule 3 to the Right to Manage (Prescribed Particulars and Forms) (England) Regulations 2010. It must be given to the company, at the address in paragraph 1, not later than [*specify date not earlier than one month after the date on which the claim notice is given*]. If you do not fully understand the purpose or implications of this notice you are advised to seek professional help.

6. The company intends to acquire the right to manage the premises on [specify date, being at least three months after that specified in paragraph 5].

7. If you are a person to whom paragraph 5 applies and—

(a) you do not dispute the company's entitlement to acquire the right to manage; and

(b) you are the manager party under a management contract subsisting immediately before the date specified in this notice,

you must, in accordance with section 92 (duties to give notice of contracts) of the 2002 Act, give a notice in relation to the contract to the person who is the contractor party in relation to the contract and to the company. (**See Note 3 below**).

8. From the date on which the company acquires the right to manage the premises, landlords under leases of the whole or any part of the premises are entitled to be members of the company (**See Note 4 below**).

9. This notice is not invalidated by any inaccuracy in any of the particulars required by section 80(2) to (7) of the 2002 Act or regulation 5 of the Right to Manage (Prescribed Particulars and Forms) (England) Regulations 2010. If you are of the opinion that any of the particulars contained in the claim notice are inaccurate you may notify the company of the particulars in question, indicating the respects in which you think that they are inaccurate.

SCHEDULE

PART 1

FULL NAMES AND ADDRESSES OF PERSONS WHO ARE BOTH QUALIFYING TENANTS AND MEMBERS OF THE COMPANY

[set out here the particulars required by paragraph 3 above]

PART 2

PARTICULARS OF LEASES OF PERSONS NAMED IN PART 1

[set out here the particulars required by paragraph 4 above]

Signed by authority of the company,

[Signature of authorised member or officer]

[Insert date]

NOTES

1. A claim notice (a notice in the form set out in Schedule 2 to the Right to Manage (Prescribed Particulars and Forms) (England) Regulations 2010 of a claim to exercise the right to manage specified premises) must be given to each person who, on the date on which the notice is given, is—

(a) landlord under a lease of the whole or any part of the premises to which the notice relates,

(b) party to such a lease otherwise than as landlord or tenant, or

(c) a manager appointed under Part 2 of the Landlord and Tenant Act 1987 to act in relation to the premises, or any premises containing or contained in the premises.

But notice need not be given to such a person if he cannot be found, or if his identity cannot be ascertained. If that means that there is no one to whom the notice must be given, the company may apply to a leasehold valuation tribunal for an order that the company is to acquire the right to manage the premises. In that case, the procedures specified in section 85 of the 2002 Act (landlords etc not traceable) will apply.

2. The relevant provisions are contained in section 72 of the 2002 Act (premises to which Chapter 1 applies). The company is advised to consider, in particular, Schedule 6 to the 2002 Act (premises excepted from Chapter 1).

3. The terms "management contract", "manager party" and "contractor party" are defined in section 91(2) of the 2002 Act (notices relating to management contracts).

4. Landlords under leases of the whole or any part of the premises are entitled to be members of the company, but only once the right to manage has been acquired by the company. An application for membership may be made in accordance with the company's articles of association, which may be inspected at the company's registered office, free of charge, at any reasonable time.

Case law

Flexible approach

15. The Supreme Court considered claim notices in *A1 Properties (Sunderland) Ltd v Tudor Studios RTM Company Ltd [2024] UKSC 27*. Courts and Tribunals must now consider the purpose of the statutory scheme. If a party fails to comply with a provision prescribing an action to be taken before a power can be exercised, the correct approach is to ask whether the legislature intended a breach of that provision to result in total invalidity. Even though *A1 Properties (Sunderland) Ltd* was concerned with s.79 of CLRA 2002 the case gave general guidance; key paragraphs are [58, 59, 61, 64 and 89]. Paragraphs 61, 64 and 89 are set out below:

> *61. The point of adoption of the revised analytical framework in <u>Soneji</u> was to move away from a rigid category-based approach to evaluating the consequences of a failure to comply with a statutory procedural requirement and* ***to focus instead on (a) the purpose served by the requirement as assessed in light of a detailed analysis of the particular statute and (b) the specific facts of the case, having regard to whether any (and what) prejudice might be caused or whether any injustice might arise if the validity of the statutory process is affirmed notwithstanding the breach of the procedural requirement.*** *We therefore consider that in the present statutory context Osman v Natt needs to be considered and applied with some caution, particularly in its suggestion that cases where it becomes necessary to infer the intended consequences of non-compliance can for that purpose be divided into distinct and watertight categories and its apparent suggestion (para 31) that in the second category the possibility of a middle position as identified in <u>Soneji</u> between outright validity or outright invalidity is excluded.* ***Instead, it is appropriate to go back to the basic principled approach as explained in <u>Soneji</u> , as applied in light of the particular statutory context and the specific facts of the case****.*

64. Pursuant to the Soneji approach it is relevant to have regard to the effect which the operation of a statutory process might have on property and contractual rights, and to draw such inferences as to Parliament's objective intention as might be appropriate in the circumstances. ***It is usually to be inferred that Parliament intends that there should be a reasonable degree of certainty regarding property rights and contractual rights. It is also usually to be inferred that Parliament intends that a person should not be deprived of property or contractual rights without being afforded a fair opportunity to enter objections.*** *That inference is reinforced in the present context by the requirement of service of a claim notice on the wide range of persons identified in section 79(6). We will refer to them for convenience as "stakeholders".*

89. When the right to manage is transferred to a RTM company under the statutory regime, the effect is to consolidate management control in that company, since otherwise the position could be chaotic and confusing for all concerned. However, before that outcome is arrived at, the expectation of a right of participation in the procedure is as we have stated above. The fact that the outcome is sensible does not justify skimping on the procedural protections provided for. Nor, in our view, does the fact that the central concern of the regime is to effect the transfer of the right to manage premises mean that the impact on other contractual rights which are affected can be overlooked.

Corresponding date rule

16. In *Windermere Court Kenley RTM Co Ltd v Sinclair Gardens Investments (Kensington) Ltd [2014] UKUT 420 (LC)* the Upper Tribunal held that the "corresponding date rule" applies to the date specified in accordance with s.80(7) as being the date upon which the

RTM company intends to acquire the right to manage. In this case, no date was specified, so there could be no corresponding date.

The Evidence

The Applicant's case

17. The Applicant's evidence was provided in its application form, and the witness statement and exhibits of Mr Watt.

18. In his witness statement, Mr Watt stated that:

> *2. On 19 September 2024 the Applicant served an RTM claim notice.*
>
> *3. The claim notice was received by the Respondent and signed for on 20 September 2024.*
>
> *4. On 5 October 2024 I sent correspondence to the Respondent explaining the recorded delivery signed-for date relied upon by the Applicant.*
>
> *5. No counter-notice was served.*
>
> *6. The Applicant's position has consistently been that RTM vested on or about 21 January 2025 and that any references to 22 January 2025 in contemporaneous documents are immaterial to the issues before the Tribunal.*

19. The Claim notice is reproduced below:

Tudor Court (Folkestone) RTM Company Limited
Registered office: 60B Anerley Park, London SE20 8NQ, Tel 07859050842

Alphaware Properties Ltd,
Trading as Flatwise,
1-2 Rhodium Point,
Spindle Close,
Hawkinge, CT18 7TQ

19th Sept 2024

Commonhold and Leasehold Reform Act 2002 claim letter

This letter cancels any previous claims made for Right to Manage

1. The company, Tudor Court (Folkestone) RTM Company Limited, a private company limited by guarantee, of 60B Anerley Park, London SE20 8NQ and of which the registered number is 14950691 under Companies Act 2006, in accordance with Chapter 1 of Part 2 of the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") claims to acquire the right to manage Tudor Court, 63 Earls Av, Folkestone, CT20 2HA ("the premises"). The Articles of Association of the company can be found on Companies House website: https://find-and-update.company-information.service.gov.uk/company/14950691 or inspected at the company's registered office, free of charge, at any reasonable time
2. The company claims that the premises are ones to which Chapter 1 of the 2002 Act applies on the grounds that at least 2/3 of the flats are let to 'qualifying tenants', the non-residential part does not exceed 25% of the total floor area, the immediate landlord of any qualifying tenant is not a local housing authority, and the premises do not fall within the Resident Landlord Exemption. (see note 2 below)
3. The full names and addresses of each person who is both (a) the qualifying tenant of a flat contained in the premises, and (b) a member of the company are set out below

Flat	Name	Address	Date of lease	Start of lease	Term in years
7	Stephen Watt/Peter Watt	Tudor Court, 63 Earl's Av, Folkestone, CT20 2HA	01/04/1963	25/12/1961	999
4	N Mehmood	Tudor Court, 63 Earl's Av, Folkestone, CT20 2HA	14/07/2011	25/12/1961	999
1	Saira Jardine	Tudor Court, 63 Earl's Av, Folkestone, CT20 2HA	23/03/1962	25/12/1961	999
3	Stewart John Gough	Tudor Court, 63 Earl's Av, Folkestone, CT20 2HA	18/06/1963	25/12/1961	999
2	Michael Foad	Tudor Court, 63 Earl's Av, Folkestone, CT20 2HA	15/07/1963	25/12/1961	999
5	Sabrina Schultz	Tudor Court, 63 Earl's Av, Folkestone, CT20 2HA	08/11/1963	25/12/1961	999
6	John Ngassa	Tudor Court, 63 Earl's Av, Folkestone, CT20 2HA	02/05/1962	25/12/1961	999

4. The date on which the lease of each person mentioned above was entered into, the term for which it was granted, and the date of commencement of the term are set out above.

5. If you are (a) landlord under a lease of the whole or any part of the premises (b) party to such a lease otherwise than as landlord or tenant or (c) a manager appointed under part 2 of the Landlord and Tenant Act 1987 to act in relation to the premises, or any premises comntaining or contained in the premises, you may respond to this claim notice by giving a counter-notice under section 84 of the 2002 Act. A counter-notice must be in the form set out in Schedule 3 to the Right to Manage

(Prescribed Particulars and Forms) (England) Regulations 2010. It must be givenn to the company, at the address in paragraph 1 not later than one month after the recorded delivery signed for date. If you do not fully understand the purpose or implications of this notice you are advised to seek professional help.

6. The company intends to acquire the right to manage the premises on not later than four months after the recorded delivery signed for date.
7. If you are a person to whom paragraph 5 applies and (a) you do not dispute the company's entitlement to acquire the right to manage, and (b) you are the manager party under a management contract subsisting immediately before the date specified in this notice, you must in accordance with section 92 (duties to give notice of contracts) of the 2002 Act, give a notice in relation to the contract to the person who is the contractor party in relation to the contract and to the company. (see note 3 below)
8. From the date on which the company acquires the right to manage the premises, landlords under leases of the whole or any part of the premises are entitled to be members of the company. (see note 4 below) Our previous invitation to membership continues to apply.
9. This notice is not invalidated by any inaccuracy in any of the particulars required by section 80 (2) to (7) of the 2002 act or regulation 5 of the right to manage (Prescribed Particulars and Forms) (England) Regulations. 2010. If you are of the opinion that any of the particulars contained in the claim notice are inaccurate you may notify the company of the particulars in question indicating the respects in which you think they are inaccurate.

Signed by authority of the company,
Stephen Watt
(director of Tudor Court (Folkestone) RTM Company Limited)
19th Sept 2024

NOTES

1. A claim notice (a notice in the form set out in Schedule 2 to the Right to Manage (Prescribed Particulars and Forms) (England) Regulations 2010 of a claim to exercise the right to manage specified premises) must be given to each person who, on the date on which the notice is given, is—(a) landlord under a lease of the whole or any part of the premises to which the notice relates, (b) party to such a lease otherwise than as landlord or tenant, or (c) a manager appointed under Part 2 of the Landlord and Tenant Act 1987 to act in relation to the premises, or any premises containing or contained in the premises. But notice need not be given to such a person if he cannot be found, or if his identity cannot be ascertained. If that means that there is no one to whom the notice must be given, the company may apply to a leasehold valuation tribunal for an order that the company is to acquire the right to manage the premises. In that case, the procedures specified in section 85 of the 2002 Act (landlords etc not traceable) will apply.

2. The relevant provisions are contained in section 72 of the 2002 Act (premises to which Chapter 1 applies). The company is advised to consider, in particular, Schedule 6 to the 2002 Act (premises excepted from Chapter 1).

3. The terms "management contract", "manager party" and "contractor party" arc defined in section 91(2) of the 2002 Act (notices relating to management contracts).

4. Landlords under leases of the whole or any part of the premises are entitled to be members of the company, but only once the right to manage has been acquired by the company. An application for membership may be made in accordance with the company's articles of association, which may be inspected at the company's registered office, free of charge, at any reasonable time.

20. Mr Watt produced evidence of a Royal Mail certificate of posting dated 19 September 2024, with tracking number KD464049753GB. The proof of delivery stated that KD464049753GB had been delivered to Building 1-2, CT18 7TQ on 20 09 2024 at 11:17 and was signed for by "NICHOLLS". The Tribunal notes that there is no other reference to Nicholls in the bundle and it cannot ascertain if "NICHOLLS" was an employee/agent of the Respondent.

21. The Applicant's chronology is:

- 19 September 2024 – RTM §79 claim notice served by the Applicant.

- 20 September 2024 – Claim notice signed for by recorded delivery by the Respondent.

- 5 October 2024 – Applicant emailed proof of delivery and clarification regarding the "recorded delivery signed-for date" to the Respondent. The relevant section of that letter is as follows:

  > *"Regarding your letter of 3rd October 2024 explaining your difficulty in understanding the term "recorded delivery signed for date" as specified in our section 79 claim of 19th Sept 2024, I attach the details of the recorded delivery image as provided by Royal Mail. This shows the recorded delivery signed for date to be 20th September 2024. The image shows "Signed for by Nichols", date "20-09-2024" and service used "Royal Mail Signed For".*
  >
  > *The terms "one month" and "four months" are well-established in common law and should not require further explanation.*

- 21 October 2024 – Applicant wrote to the Respondent confirming expiry of counter-notice period. The relevant section of that letter is as follows:

  > *I am writing to you on behalf of Tudor Court (Folkestone) RTM Company limited, the Right to Manage (RTM) company for Tudor Court. 63 Earls Av, Folkestone, CT20 2HA, to confirm our claim for the right to manage the property under the Commonhold and Leasehold Reform Act 2002 (CLRA 2002).*
  >
  > *As you are aware, on 19th Sept 2024, the RTM company served a valid notice of claim pursuant to Section 79 of*

the CLRA 2002. According to the legislation, you, as the freeholder, had one month from the date of the notice to serve a counter-notice if you wished to dispute the RTM claim.

The one month period for issuing a counter-notice has now expired, and to date, no counter-notice has been received by the RTM company. Under Section 84(3) of the CLRA 2002, where no counter-notice is served within the required time, the RTM company automatically acquires the right to manage the property.

As a result, the RTM company will assume management responsibilities for the property from 21st January 2025, as stipulated by Section 90 of the CLRA 2002. We will proceed with the necessary arrangements to ensure a smooth handover of the management functions and would appreciate your cooperation during this process.

Please arrange for any relevant management documents, contracts, and financial information to be provided at your earliest convenience to facilitate the transition.

- 22 January 2025 – Applicant wrote to the Respondent asserting Respondent default under sections 92–94 CLRA 2002.
- 20 September 2025 – Applicant served notice to the Respondent to make good default under section 107 CLRA 2002 requiring compliance within 14 days.

22. The Applicant it its position statement said:

(e) Acquisition Date: The RTM claim notice provided that the RTM Company intended to acquire the right to manage not later than four months after the recorded delivery signed-for date. The claim notice was signed for on 20 September 2024. References within the documents to either 21 January 2025 or

22 January 2025 arise from alternative calculations of the four-month period. No counternotice was served and the Respondent has never disputed that the RTM Company asserted acquisition of the right to manage in January 2025. The difference between 21 or 22 January 2025 is not material to the issues before the Tribunal.

The Respondent's case

23. The Respondent has not engaged in these proceedings at all and save for the correspondence that the Applicant has included, there are no documents from the Respondent.

24. The Tribunal notes that in its letter dated 03 October 2024 the Respondent does not accept the validity of the claim notice, but no counter notice was served.

25. The Tribunal notes that the Applicant has stated that the Respondent had not recognised the Applicant's RTM company or the claim notice and is continuing to act as the manager of the Property. There is an undated letter from a management company called Blockwise Block and Estate Management Limited (registered number 16116435). Blockwise and Flatwise share a common director, Dennis Roodhardt. At the CMH the Applicant confirmed that Blockwise were the Respondents current managing agent and active and on-going communications were received from them over the management of Tudor Court. The Blockwise letter says:

> ***Re: Tudor Court Section 20 Part 3 Notice - Award of Contract***
>
> ***Re: Flat 4, Tudor Court, 63 Earls Avenue, Folkestone, CT20 2HA***
>
> *Following the consultation process under Section 20 of the Landlord and Tenant Act 1985, the contracts for the works have now been awarded: we will be working with the contractor who submitted the lowest quote, ensuring best value for money.*

I will remain in contact with the contractors during these works and will be the contact for all at Tudor Court in case you have any questions. Scaffolding will commence on the 11th March 2026 and will take around a week to complete

26. The Tribunal has no evidence as to whether the Respondent or the management company has continued to demand/collect the service charge and/or whether the Applicant is paying it.

The issues

27. On 16 March 2026, Judge Rai when making directions, identified the issues that required determination as follows:

> *6. The Tribunal has identified the following issues to be determined:*
>
> > *• The Applicant claims that the Respondent has failed to comply with the duties set out in sections 92 – 94 of CLRA.*
> >
> > *• The Tribunal has identified that acquisition date is not identified on the claim notice dated 19 September 2024, paragraph 6 of which stated: "The company intends to acquire the right to manage the premises on not later than four months after the recorded delivery signed for date". It is not clear to the Tribunal that either the Applicant or the Respondent have hitherto either identified the acquisition date.*
> >
> > *• A notice may not require a person to do anything under section 93* ***before the acquisition date*** *(Tribunal's emphasis) but subject to that, a person who is required by a notice to do anything under that section must do it within the period of 28 days beginning with the day on which the notice is given.*

• The Respondent's letter to the Applicant dated 3 October 2024 refers to it being "paramount that there should be no doubt about the validity (and the date of coming into effect of a notice purporting to be served in accordance with the Act)".

• The Applicant sent a letter to the Respondent on 21 October 2024 which stated that "the RTM Company will assume management responsibilities for the property from 21st January 2025, as stipulated by section 90 of the CLRA 2002" and requested the provision of specified information without indication any date by which that should be provided.

• The letter dated 20 September 2025 sent by the Applicant to the Respondent stating that the Respondent is in default of its statutory duties under Part 2 of Chapter 1 of CLRA. It did not identify any date by which the information previously requested should have been supplied but referred only to the Respondent having not provided "funds information and documents required to enable the RTM company to discharge its management functions".

• The Tribunal directed the Applicant to supply further and better information in which it confirmed that it "calculated the acquisition date as 21 January 2025". It appears to the Tribunal that the Applicant was aware that it had not identified the acquisition date until that calculation was made.

7. The Tribunal has identified that the Respondent disputes the validity of the Applicant's right to seek the section 107 Order.

28. On 13 May 2026 at a case management hearing the Applicant was required to send a full copy of the application, all Directions Orders and the CMH Directions to the Respondent at hello@flatwise.co.uk and

copy into that email the Respondent's Managing Agent "Blockwise" at hello@block-wise.co.uk and copy in the Tribunal. The directions provided that the application was suitable for determination on the papers alone without an oral hearing and would be determined in accordance with Rule 31 of the Tribunal Procedure Rules 2013 unless a party objects in writing to the Tribunal within 28 days of the date of receipt of the directions.

29. The Tribunal received no objections, and the matter proceeded to a paper determination.

Consideration

30. The Tribunal considered the approach that should be taken. The binding Supreme Court case of *A1 Properties (Sunderland) Ltd* requires the Tribunal to adopt a more flexible approach and focuses on:

    a. the purpose served by the requirement as assessed in light of a detailed analysis of the particular statute and

    b. the specific facts of the case, having regard to whether any (and what) prejudice might be caused or whether any injustice might arise if the validity of the statutory process is affirmed notwithstanding the breach of the procedural requirement.

31. In CLRA 2002, the explanatory notes offer no specific insight into Parliament's intention.

32. The wording of s.80 requires a specified date. Parliament's language is clear and unambiguous.

33. Section 81 specifies that inaccuracies do not invalidate the claim notice; section 81 does not provide that where the claim notice is missing mandatory information, it is not invalidated.

Purpose behind the statutory regime

34. The purpose behind the statutory regime for claim notices is to ensure a careful and well-managed transfer of management functions and contracts to the new RTM company. This is important because acquiring the right to manage in the middle of a service charge

accounting period or, a programme of works has the potential to cause difficult and costly arguments over contracts and/or accounting. Those costs would then be borne by the leaseholders/service charge payers, and therefore is a financial risk to them.

35. A further purpose of the claim notice is to ensure that leaseholders/service charge payers can understand the transfer of management functions and contracts to the new RTM company and its impact on them and their financial obligations.

36. Knowing the specific date when the management functions and contracts pass to the new RTM company (the date of acquisition) is key for leaseholders/service charge payers because it directly affects their ability to understand their service charges and manage their financial obligations. Specifically, leaseholders/service charge payers need to know who the relevant management company is if they want to challenge the reasonableness of a service charge.

37. The Tribunal needs a clear date for the transfer of management functions to the new RTM so it can, if called upon, make a determination, e.g. on the payability of service charges.

38. Any legal entity that has a contract with the former managing party needs to have a clear date for when the transfer of management functions takes place because contracts (other than contracts of employment) made with the landlord or the former managing party relating to transferred management functions become incapable of performance unless expressly adopted by the RTM company.

Prejudice or injustice

39. The Tribunal considered the specific facts of the case, having regard to whether any (and what) prejudice might be caused. The Tribunal considered prejudice to the incoming RTM company, the former managing party, the leaseholders, and any party with contractual agreements with the former managing party.

40. The prejudice in this case is the potential issues arising where there is no specified date, leading to ambiguity, and the disputes that flow from that.

41. In an attempt to be flexible and prevent the need for a further claim notice the Tribunal considered whether the contents of the claim notice could allow the claim notice to be read so as to specify a date.

42. The claim notice is dated 19 September 2024. The claim notice did not refer to the date of the claim notice as a relevant date i.e. by saying 'one month from the date of this claim notice' or '4 months from the date of this claim notice'. It referred to the "recorded delivery signed for date".

43. The Tribunal considered whether the communication between the Applicant and Respondent could save the claim notice (ignoring for a moment the purpose the claim notice being served for other interested parties). The Respondent had sought clarification and the Applicant when responding still did not specify a date but told the Respondent in 05 October via email:

> *"Regarding your letter of 3rd October 2024 explaining your difficulty in understanding the term "recorded delivery signed for date" as specified in our section 79 claim of 19th Sept 2024, I attach the details of the recorded delivery image as provided by Royal Mail. This shows the recorded delivery signed-for date to be 20th September 2024. The image shows "Signed for by Nichols", date "20-09-2024" and service used "Royal Mail Signed For".*
>
> *The terms "one month" and "four months" are well-established in common law and should not require further explanation."*

44. Assuming one could then extrapolate the corresponding date from the date the Applicant told the Respondent, the Applicant would have only given 15 days' notice for the counter-notice. This is less than half the required notice and creates prejudice. This short notice may not have been fatal to the notice. However the issues remains, the 05 October communication did not provide any specified date for any relevant

third party, leaving them in a prejudicial position. Any relevant third party would still not be able to ascertain the relevant date.

45. The only time in 2024 that the Applicant specified the date was on 21 October 2024; this was after the one-month period during which a counter-notice could have been given.

46. Taking a step back, the Tribunal considered whether the Respondent should have been able to ascertain the 'signed for date'. The letter was signed for by "Nicholls", this is not in the papers before the Tribunal a name associated with the Respondent. A 'signed for' letter could be signed for by a 3rd party, e.g. a building receptionist, and then not collected by the Respondent for some time. This would mean the Respondent would not immediately know the 'signed for' date.

47. In order to know the 'signed for date' the recipient of the letter is required to know they need to retain the envelope/tracking number to determine the date. It also relies on Royal Mail's tracking system to accurately record the date signed for and to make it accessible to the Respondent; Royal Mail does not keep such data indefinitely and does not have a perfect system. If the data was not available, no one would know the 'signed for date'.

48. S.79 (6) and (8) require the claim notice to be given to parties other than the former managing party responsible for management of the property, e.g. all the leaseholders. This requirement shows that the claim notice is also used to communicate important dates to other relevant parties, not just to the former managing party. The other relevant parties would not be able to ascertain the date of acquisition from the wording of the purported claim notice at all, as the reference to a 'signed for' date is not a specified date and is not a date that can be known to them; that would prejudice them.

49. The Tribunal considered whether any injustice might arise if it affirmed the validity of the statutory process despite the breach of the procedural requirement.

50. The Tribunal considered that there would be significant injustice to the incoming RTM company, the former managing party, and the leaseholders/service charge payers if litigation arose because no single date was identified as the date of acquisition. The Applicant itself says the date the management functions vested in it was "on or about 21 January 2025". The Tribunal asked itself, if the Applicant is not sure of the date, how can any other party be sure?

51. The statutory purpose is preventive, not remedial. Parliament required certainty before rights transferred. Actual confusion need not be proved where the notice itself introduces uncertainty into the statutory timetable.

52. The Tribunal is satisfied that Parliament required the acquisition date itself to appear in the claim notice because the date is central to the transfer of legal rights and obligations. This is not a peripheral informational requirement. The Tribunal would have used the corresponding date rule if there was a corresponding date on the purported notice.

s.90 the acquisition date

53. As there was no counter-notice, the acquisition date would be the date specified in the claim notice (s.90(2)). The wording of s.90(2) refers to the 'date specified' in the claim notice under s.80(7). No date was specified in the claim notice.

Reasons and findings

54. The Tribunal finds that s. 80 (7) requires a date to be specified. The words in the claim notice referring to *"the recorded delivery signed for date"* do not specify a date, are ambiguous and rely on a 3rd party to crystallise a date from which the acquisition date could then be worked out using the 'corresponding date rule'.

55. The claim notice provides information to the leaseholders; they need to be able to ascertain the acquisition date and would not know the 'date signed for'.

56. The lack of a specified date creates prejudice and injustice for anyone who needs to know the proposed date of acquisition and needs a clear, unambiguous specified date; this includes the parties themselves, but also the i) leaseholders, ii) anyone with a contractual relationship with the former managing party, and iii) the Tribunal.

57. S.81 would have assisted if the date specified was inaccurate e.g. 21 hanuary 2062 (inaccurate date demonstrated); in this case, the specified date is not inaccurate it is omitted.

58. Had the claim notice used the actual date on the claim notice as the date reference point, then the corresponding date rule could have been utilised by anyone reading the claim notice to determine the one-month date for the counter-notice, and the further 3-month period for the date of acquisition.

59. The defect is not merely computational; it is the absence from the claim notice of a date capable of being understood by all recipients of the notice on its face that is fatal.

S.107 and order for compliance

60. The Applicant has applied for an order under s.107. On 22 January 2025 the Applicant wrote to the Respondent alleging the Respondent was in default under sections 92–94 CLRA 2002. On 20 September 2025 the Applicant served notice on the Respondent to make good default under section 107 of the CLRA 2002 requiring compliance within 14 days.

61. Under s.93(3) a notice may not require a person to do anything under this section before the acquisition date.

62. In this case, the acquisition date was not specified in the claim notice, and it cannot be extrapolated from 'the signed for date'. No RTM acquisition occurred; therefore, no obligations under s.92-94 arose. Therefore, there is no breach capable of enforcement under s.107.

63. The Applicant would no doubt consider it sensible for the Tribunal to affirm the claim notice. As *A1 Properties (Sunderland) Ltd* sets out at [89].

> *"The fact that the outcome is sensible does not justify skimping on the procedural protections provided for. Nor, in our view, does the fact that the central concern of the regime is to effect the transfer of the right to manage premises mean that the impact on other contractual rights which are affected can be overlooked."*

Determination

64. The Tribunal determined that the claim notice did not comply with the statutory scheme (specifically s.80(7) of the CLRA 2002) because it did not specify a date of acquisition, nor specify another date that would allow the date of acquisition to be calculated using the corresponding date rule.

65. As there was no valid claim notice, no RTM acquisition occurred; therefore, no obligations under s.92-94 arose. Therefore, there is no breach capable of enforcement under s.107. The application for an order under s.107 is dismissed.

66. The Tribunal's conclusion is not based merely on the absence of a calendar date in the notice, but on the fact that the wording used failed to communicate a determinable acquisition date to all persons entitled to receive the claim notice under the statutory scheme

67. To acquire the right to manage, the Applicant would need to serve a claim notice that complies with the statutory scheme.

68. The Tribunal's preference would be for incoming RTM companies to use the claim notice in the prescribed form in The Right to Manage (Prescribed Particulars and Forms) (England) Regulations 2010, Schedule 2, para 1, and for the claim notice to specify a date as set out in the prescribed form.

Name: Tribunal Judge Bowden **Date:** 21 August 2026

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.

1. A written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case at rpsouthern@justice.gov.uk.
2. The application for permission to appeal must arrive at the Regional office within 28 days after the date this decision is sent to the parties.
3. If the application is not made within the 28-day time limit, such an application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must state the grounds of appeal and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.