

FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/00ML/LAM/2026/0006
Property	:	Buckingham Lodge, Buckingham Place, Brighton BN1 3PL
Applicant	:	Neal Cavalier-Smith
Representative	:	Clive Sanders
Respondent(s)	:	(1) Marindia Traders Ltd (2) The Leaseholders
Representative	:	(1) Dean Wilson LLP
Type of Application	:	Appointment of Manager- section 24 of the Landlord and Tenant Act 1987 Application pursuant to section 20C of the Landlord and Tenant Act 1985
Tribunal Members	:	Tribunal Judge C Skinner Mr M Williams FRICS
Date of Hearing	:	11 August 2026
Date of Decision	:	1 October 2026

DECISION

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Summary of Decision

1. **The Applicant's application for the appointment of a manager in respect of Buckingham Lodge, Buckingham Place, Brighton BN1 3PL ("the Property") is granted.**

2. **The Tribunal appoints Gareth Elliott as the Manager of the Property commencing on 1 October 2026 and for a period of 3 years up to and including 30 September 2029, subject to any extension of the term of the appointment prior to its expiry.**

3. **The Tribunal grants the Applicant's application under section 20C of the Landlord and Tenant Act 1985 and paragraph 5a of Schedule 11 of the Commonhold and Leasehold reform Act 2002, seeking an order that legal costs incurred by the freeholder in respect of this application should not be recoverable through service charges or administration charges.**

Background

1. This application concerns Buckingham Lodge, Buckingham Place, Brighton BN1 3PL ("the Property"). Buckingham Lodge is a purpose-built residential block originally constructed in about the 1950s. The original building comprised 18 flats over the ground, first and second floors. A further six flats were subsequently constructed at third-floor level. Although the flats are numbered 1 to 25, there is no Flat 13 and there are therefore 24 flats in total.

2. The Applicant is the registered leaseholder of Flat 15. He acquired his leasehold interest in July 2004. The First Respondent is the registered proprietor of the freehold title SX36222 and, since March 2022, is also the registered proprietor of the intermediate leasehold title ESX362246 comprising the third-floor flats, Flats 20 to 25. The remaining leaseholders are joined to the proceedings as the Second Respondents.

3. The leases of the flats are not all in identical terms. The leases of the original flats were granted principally in 1959 to 1961 for terms of 999 years from 24 June 1959. The six third-floor flats derive from a leasehold interest for a term of 125 years from 24 June 2006 and were subsequently granted individual leases. The First Respondent has retained Jacksons as managing agent for the Property.

4. The proceedings arise principally from fire-safety concerns identified at the Property and the subsequent difficulty in funding and carrying out the remedial works considered necessary. A health, safety and fire risk assessment was undertaken by Watson Wild & Baker Ltd on 10 September 2020. Among other matters, it identified concerns about the common

means of escape, fire separation between flats and the common parts and the configuration of the enclosed access corridors.

5. The First Respondent, through Jacksons, thereafter instructed C.S. Todd & Associates Ltd to review the fire-safety position. Following an inspection in January 2021, C.S. Todd reported on 3 February 2021. Its conclusions included that the original access arrangement was almost certainly by open balcony, that enclosure of those areas had given rise to difficulties with ventilation and fire separation, and that the then situation presented a substantial risk to life from fire requiring urgent action. C.S. Todd considered that the most practical solution was likely to involve returning the building substantially to its original configuration by removing the external glazing to the former access balconies, accompanied by other fire-safety works.

6. Further professional consideration followed. Two principal schemes were developed, one involving removal of the glazing to the communal walkways and associated alterations and the other retaining the glazing with additional ventilation and fire-safety measures. C.S. Todd reviewed those schemes in July 2022 and maintained its view that removal of the glazing was likely to be the simpler solution. It again considered that the existing position presented a substantial risk to life and required urgent action.

7. On 11 November 2022, Dean Wilson LLP, acting for the First Respondent, wrote to the leaseholders explaining the fire-safety position and the proposed alternatives. On 22 November 2022 Jacksons commenced consultation under section 20 of the Landlord and Tenant Act 1985. Specifications and estimated costs were circulated. The estimates then under consideration were approximately £176,000 plus VAT and professional fees for one option and approximately £226,000 plus VAT and professional fees for the other.

8. The proposals were subsequently considered further, including in light of structural advice concerning retention of the existing brick balustrades. Jacksons informed leaseholders on 10 November 2023 that the consultation remained ongoing, but stated that works could not be put in hand until the necessary funds, or at least the bulk of them, were available. No permanent scheme had been implemented by the time of these proceedings. The First Respondent's evidence is that interim measures were undertaken, including restraining high-level fanlight windows in an open position and installing additional ventilation grilles.

9. There is substantial common ground between the Applicant and the First Respondent as to the practical difficulty which has arisen. In broad terms, the leases of the original flats provide for an annual payment on account and for further contributions where expenditure exceeds a stipulated amount, but the parties consider that they do not provide an effective mechanism by which the substantial cost of major works can reliably be collected from leaseholders in advance, nor for the maintenance of a sufficient reserve fund.

10. The Applicant contends that this difficulty has resulted in an impasse in which the required fire-safety works have remained substantially outstanding for several years and in which insurance costs have increased considerably. The First Respondent accepts that it has not been possible finally to resolve the fire-safety issues and supports the appointment of a manager, although it does not accept either that it failed to address its obligations or that the increase in insurance premiums resulted solely from the unresolved fire-safety position.

The Application

11. On 11 November 2025 the Applicant served upon the First Respondent a preliminary notice pursuant to section 22 of the Landlord and Tenant Act 1987. The notice stated an intention to apply for the appointment of a manager under section 24. The grounds specified were alleged breaches of the landlord's obligations and unreasonable service-charge demands. The matters relied upon included the continuing absence of the fire-safety works identified following the 2020 assessment and the increased cost of buildings insurance. The notice required, among other things, the preparation of a specification, the instruction of contractors to undertake essential fire-safety works and, in relation to future insurance renewals, the obtaining of competing quotations.

12. The Applicant made the present application on 30 March 2026, seeking the appointment of a manager under section 24 of the 1987 Act. The proposed manager is Gareth Elliott of Pepper Fox Property Management. A draft management order accompanied the application. In substance, the proposed order seeks to give the manager responsibility for management of the Property together with powers intended to overcome the existing funding difficulty, including powers in relation to advance service-charge demands, reserve funds, insurance, the procurement of fire-safety works and the instruction of appropriate professional advisers.

13. On 23 April 2026 the Tribunal gave initial directions. The Tribunal noted that the application as lodged did not contain details of all leaseholders or the section 22 notice and expressed concern both as to whether the application might be premature and as to the views of the other leaseholders. It observed that the appointment of a manager was a serious step and that the Tribunal would have to be satisfied that such an appointment was just and convenient. A case management hearing was therefore directed.

14. Those directions required the First Respondent's solicitors to send the application and directions to all leaseholders or other known interested parties by 8 May 2026 and to confirm compliance by 12 May. Interested leaseholders were invited to respond by 22 May 2026. The Applicant was required by 15 May 2026 to provide a bundle containing the relevant Land Registry entries, an explanation of the alleged deficiency in the leases, the section 22 notice and associated correspondence. The parties were also

permitted to provide short position statements before the case management hearing.

15. The case management hearing took place by video on 2 June 2026. The Tribunal received notification that the owners of Flats 8, 11 and 17 supported the application. No other leaseholder responses had at that stage been received. At the case management hearing it was confirmed that there are 24 flats and that not all of the leases are in the same form. Following discussion with the parties, the Tribunal gave further directions on 2 June 2026. The First Respondent's solicitors were required to provide copies of the 24 flat leases to the Applicant and the Tribunal by 12 June 2026, and to send the directions to all leaseholders. Any leaseholder wishing to participate was again given the opportunity to do so.

16. The Tribunal listed the substantive application for a one-day hearing at Havant Justice Centre on 11 August 2026 and directed that there would be no inspection.

17. Although there is therefore substantial agreement concerning the appointment sought, the parties are not in complete agreement. In particular, the Applicant seeks an order under section 20C of the Landlord and Tenant Act 1985, and an order under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, to prevent the First Respondent's costs of these proceedings being passed to leaseholders through the service charge or as administration charges. The First Respondent resists the section 20C application, while stating that it does not seek to recover litigation costs directly from the Applicant.

18. Against that background, the principal question for the Tribunal is whether the statutory requirements for the appointment of a manager are satisfied and whether, in all the circumstances, it is just and convenient to appoint Mr Elliott as manager of the Property and, if so, upon what terms and for what period. The Tribunal must also determine the consequential applications concerning costs.

19. The Tribunal has been provided by the Applicant a determination bundle consisting of 477 pages. The parties also submitted in advance of the hearing skeleton arguments and some authorities. The Tribunal has read the bundle and all associated material. References in this decision to page numbers in the bundle are indicated as [ ].

20. The lack of mention of any particular document or submission should not be regarded as indicating that it has not been taken into account. The Tribunal has focused on the key issues identified that require determination. In writing this decision the Chairman has had regard to the Senior President of Tribunals Practice Direction – Reasons for Decisions, dated 4 June 2024.

21. At the conclusion of the hearing on 11 August 2026, the Tribunal in questioning had highlighted insufficient information around the requested voluntary payments made by some leaseholders towards the proposed fire

safety works. It was not clear from the accounts provided where this money sat or how it was being held. It was also not clear what power the Tribunal was being asked to grant the proposed manager (if any) in respect of any monies held from these voluntary payments.

22. The Tribunal therefore gave directions for the Parties to submit updating account information to evidence how much money was held and how much had been contributed by specific leaseholders. Further submissions were requested over the proposed draft management order to specifically deal with these monies. The Tribunal allowed until 4 September 2026 for these submissions, both parties complying and providing a joint position on the matter as a whole. The Tribunal is grateful to the parties for their assistance in this regard.

The Law

23. The relevant statutory provisions in respect of this application are found in s24 of the 1987 Act. The provisions read 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-

(a) Where [the tribunal] is satisfied-

(i) that [any relevant person] either is in breach of any obligation owed by him, to the tenant under his tenancy and relating to the management of the premises in question or any part of them or (in the case of an obligation dependent on notice) would be in breach of any such obligation but for the fact that it has not been reasonably practicable for the tenant to give him the appropriate notice, and

(ii) .....

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

(ab) where [the tribunal] is satisfied-

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

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

(aba) where the Tribunal is satisfied-

That unreasonable variable administration charges have been; and

That it is just and convenient to make an order in all the circumstances of the case made, or are proposed or likely to be made,

(abb) where the tribunal is satisfied-

That there has been a failure to comply with a duty imposed by or by virtue of section 42 or 42A of this Act, and

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

(ac) where [the tribunal] is satisfied-

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

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

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

24. Certain of the words and phrases are explained or expanded upon in subsequent subsections of section 24 of the 1987 Act. Later subsections address the extent of the premises and the extent of the powers of the manager. The opening provision of section 24 of the 1987 Act enables the Tribunal to give to the manager such powers as it considers appropriate, not limited to those given to the freeholder under the Lease.

25. There is essentially what is often described as "a threshold criterion" for the making of an order that there is a breach made out, although equally there can be an order if relevant "other circumstances" have arisen, without a necessity for a breach to be found. That effectively involves the Tribunal looking backward. The breach can be only one of many alleged and can be modest. The fact of there being a breach or there being other circumstances does not mean that an order must be made, simply that one then may be made.

26. It then falls to the Tribunal to consider whether the making of an order is just and convenient. That involves rather more of the Tribunal looking forward. Any specific decision must necessarily consider the interplay of any relevant factors in the particular case. The principle of appointing a manager and the appointment of a specific proposed manager are separate issues.

27. Equally, the last quoted provision (Section 24(2)(b)) provides the alternative simply that the Tribunal is satisfied that it is just and convenient for an order to be made. Necessarily that involves the Tribunal establishing the position and finding that there are matters which render an appointment just and convenient. However, it does not require the Tribunal to make any specific finding about breaches and other specific issues and does not require any determination other than that having weighed up such matters as the Tribunal considers are relevant it is just and convenient to appoint.

28. That does not mean that an order appointing a manager should be made lightly, given that it necessarily involves an interference with the property rights of the freeholder who would otherwise manage the Property.

The Hearing

29. The Applicant served his statement of case dated 9 July 2026, together with witness statements from himself, Mr Woodroffe and Mr Elliott and Mr Elliott's proposed management plan. The evidence before the Tribunal also records support for the application from the leaseholders of Flats 5, 7, 8, 11 and 17 in addition to the Applicant, who owns Flat 15. No leaseholder filed an objection to the application.

30. The Applicant in opening submissions highlighted the basis upon which it believed the Tribunal should conclude it was just and convenient to appoint the manager was the evidence of serious risk presented by the fire safety report. It was submitted this serious issue would simply not be resolved if a manager were not appointed and given the necessary powers to resolve the funding of these fire safety works.

31. The First Respondent served its statement of case dated 30 July 2026 and the witness statement of Colin Brace, who gives evidence on its behalf. The First Respondent supports the application for the appointment of a manager and does not object to Mr Elliott's proposed appointment, subject to appropriate insurance being in place and the management order conferring adequate powers. Its position is that the difficulties have principally resulted from the limitations of the leases rather than a failure by the First Respondent to address the fire-safety issues.

32. In opening submissions, the First Respondent agreed that the fire safety works were urgent and that the cost of funding those works in advance was prohibitive and not open to the First Respondent financially. Where the leases prohibited reserve funds and did not allow preloading of such costs through service charges, it was agreed that the Tribunal could determine it just and convenient to appoint a manager in order to resolve the risks present at the Property.

33. The Tribunal heard evidence from the Applicant who accepted the appointment of a manager would not resolve the difficulties with the current leases and that an application to vary those leases may still be required in the long term however the Applicant reiterated the contents of the Todd report dated 18 July 2022 and the fire safety risks highlighted and need for urgent action [142].

34. The Applicant had sought to chase up and try to put pressure on the First Respondent, ultimately deciding that unless the leaseholders did something themselves directly, the fire safety works would simply not be conducted. It was felt the only option was to seek the appointment of a manager in the circumstances.

35. In questioning by the Tribunal, the Applicant did hope for the appointment of a manager to potentially evolve into a longer term appointment however it was ultimately accepted by the Applicant that the nature of a Tribunal appointed manager was to resolve a specific issue and could not be considered a permanent resolution to a situation where leases were not operating in a way that leaseholders and or freeholders had hoped or needed.

36. The Tribunal also heard evidence from Mr Brace. Mr Brace explained the nature of Pierpoints relationship with the First Respondent and gave evidence on how the First Respondent had already put funding into the management and condition of the Property, referring to approximately £65,000 of funds already invested [424].

37. Mr Brace's evidence was that it was not fair to suggest the First Respondent was unwilling to fund the works. It was a case that there were simply no funds available and would continue to be the case where the leases prevented the freeholder from front loading the funding for works of this nature. Mr Brace suggested that it was evident from the evidence already presented that the First Respondent had engaged in investigations and considered options in 2024 around how to resolve the fire safety works required but had reached an impasse

38. Under Tribunal questioning Mr Brace admitted that the First Respondent had no "plan B" if Mr Elliott was not appointed as manager. It was unclear what other steps (if any) the First Respondent may take to resolve the fire safety risks that were present at the property.

39. Mr Brace confirmed that the First Respondent had received advice from Dean Wilson LLP solicitors suggesting that legally, if they did not wish to apply to vary the leases to allow for payments in advance of anticipated major expenditure, given the complications and potential delays that such an application could bring, then an alternative would be to consider an application for an appointment of manager such as this application, as that could be a quicker way to resolve the issues around the works required at the property in the short term.

40. The parties in closing essentially adopted a very similar position and referred to the arguments set out in the skeleton arguments submitted in advance. It was suggested that the risk to the building and professional recommendations [153] were clearly a substantial risk and required resolution. The Tribunal should accept the evidence presented and could confidently conclude in the circumstances it was just and convenient to appoint the manager to resolve the risk, which was a real risk to the safety of the occupiers of the Property.

41. The parties made brief submissions regarding the terms of the order which were broadly accepted as per the draft order submitted, with some discussion over whether the manager should be limited to requesting an initial £1000 from the leaseholders or whether the manager should be left to make such decisions on those amounts in their professional discretion.

The evidence of the proposed manager

42. The Tribunal sets out the evidence given by Mr Elliott given the significance of that. Mr Elliott took time to go through his plan were he appointed as manager [316]. He gave evidence to confirm financial controls that were in place to protect the accounts [447] and gave evidence over the clear need for a new section 20 consultation process given the historical quotes and options were now outdated [323].

43. Mr Elliott in evidence showed a clear understanding of the role of a Tribunal appointed manager. He gave evidence understanding the need for clear independence and understood that the focus of this appointment was to resolve the issue of the fire safety works. Once those works had been completed that would be the extent of the reasons why the appointment had been made.

44. At the hearing, Mr Elliott was clear about the need to have funds in place to start the process of consultation. Mr Elliott had suggested that initially fixing a set amount to be demanded of £1000, as per the draft order, was an attempt to give certainty and a level of assurance to leaseholders given the likely substantial costs of the fire safety works in the future.

45. Mr Elliott indicated that clarity over the amounts of the voluntary payments, where those money sat and his ability to access and use such funds may well influence not only the initial amounts required under any demands but also the progress and speed at which he can begin to resolve the issues underpinning his potential appointment. As indicated above the Tribunal later gave specific directions to the parties on that point to help clarify the position.

46. Mr Elliott felt three years was the appropriate length of time based on the anticipated planning applications that might be required and the consultation requirements that would underpin securing the appropriate works.

47. Mr Elliott gave evidence of the experience he had of managing similar projects and buildings and the resources he could call upon at Pepper Fox Property Management to ensure he had sufficient support to call upon. These resources included administrative support, accounting systems protected client money accounts and appropriate levels of professional and public liability insurance.

48. Overall Mr Elliott's evidence showed a clear understanding of the nature of a Tribunal appointed manager role, its temporary nature, its requirement of independence and to focus on the specific issues that require resolution that underpin any proposed appointment.

Consideration of an appointment

49. The Tribunal is on balance satisfied that the circumstances exist that make it just and convenient to make an order appointing a manager of the Property. The Tribunal finds for the purposes of section 24(2)(b) Landlord and Tenant Act 1987 that the fire safety reports and risks presented to the occupiers of the Property as a result of the outstanding works identified in those reports makes it just and convenient to appoint a manager to resolve those issues in circumstances where the First Respondent is unable to fund those works and the leases do not allow for charges to be made in advance.

50. The Tribunal is clear that the appointment is made to resolve the need for works to remedy the fire safety risks that exist. The appointment is not an alternative to the long term need to consider an application to vary the leases at the Property and the difficulties they present in respect of acquiring service charges in advance for major works. Nor is this appointment an alternative to the requirement for the long term need for day-to-day management of the leases by the First Respondent or any managing agent they may appoint in the future.

51. This appointment is for the specific purpose identified. Once that purpose is resolved, the appointment will conclude. The parties are encouraged to consider what steps may be incumbent upon them to take to ensure that future situations such as the subject matter of this application do not arise again.

52. Further having considered evidence of Mr Elliott, the Tribunal is satisfied to appoint him as the manager. His evidence gave assurance to the Tribunal that he is suitable and understands the requirements of the role.

53. The Tribunal is therefore satisfied that Mr Elliott is appropriate to be appointed as the Manager of the Property.

Decision in respect of the Appointment of the Manager and Order

54. The Tribunal grants the application for the appointment of a manager on the basis that circumstances exist which make it just and convenient for the order to be made.

55. As indicated above, the appointment is for the specific issue of seeking to resolve the much needed fire safety works. The Tribunal believing that the 3 year term applied for should allow sufficient time for the resolution of those works. Once resolved it is expected that the appointment will conclude. This is not a long term solution to the problem that exists with leases. The evidence supplied detailing the funds already held in the accounts from voluntary payments, amounting to over £65k, should allow the manager to make a good start from funds available and effectively hit the ground running.

56. The appointment is subject to a suitable Order making the appointment. The specific terms of the appointment are provided in the Management Order which accompanies this decision. The Tribunal has carefully considered the draft terms and conditions and submissions made by the

parties on the same. The parties will appreciate that the terms are ultimately entirely a matter for the Tribunal to determine and conclude.

Applications in respect of costs and refund of fees

57. The Applicant has made an application pursuant to section 20C of the Landlord and Tenant Act 1985 and paragraph 5a of Schedule 11 of the Commonhold and Leasehold reform Act 2002, seeking an order that legal costs incurred by the freeholder in respect of this application should not be recoverable through service charges or through administration charges [63].

58. The Tribunal has the discretion to make an order under either provision where it considers it just and equitable to do so. There is no presumption that an order should or should not be made depending on the outcome of the Decision. It is for the Tribunal to exercise its discretion as to what is just and equitable in all the circumstances.

59. The provisions of section 20C were considered in *Re: SMCLLA (Freehold) Ltd's Appeal* [2014] UKUT 58, where the Upper Tribunal held that:

> *"although [the First-tier Tribunal] has a wide jurisdiction to make such order as it considers just and equitable in the circumstances" (at paragraph 25), "an order under section 20C interferes with the parties' contractual rights and obligations, and for that reason ought not to be made lightly or as a matter of course, but only after considering the consequences of the order for all of those affected by it and all other relevant circumstances" (at paragraph 27).*

60. In *Conway v Jam Factory Freehold Ltd*, [2014] 1 EGLR 111, the Deputy President Martin Rodger QC suggested that it was:

> "essential to consider what will be the practical and financial consequences for all of those who will be affected by the order, and to bear those consequences in mind when deciding on the just and equitable order to make".

61. In *Bretby Hall Management Co Ltd v Pratt* [2017] UKUT 70 (LC), Judge Behrens added, amongst other points:

> "2. The circumstances include the conduct of the parties, the circumstances of the parties and the outcome of the proceedings.
> 4. The power to make an order under s.20C should only be used in order to ensure that the right to claim costs as part of the service charge is not used in circumstances which make its use unjust.

62. In submissions the First Respondent confirmed the Tribunal was essentially taking into account all circumstances and what it felt was just and equitable. Therefore it was a broad discretion and there was no automatic entitlement if the application was successful. The First Respondent suggested this was an unusual case and that the Tribunal

should attach weight to the fact the First Respondent had not resisted the application, had not unreasonably defended and actually had been pragmatic in its approach, seeking to assist the Applicant. The First Respondent was not obstructive and it accepted there was a practical difficulty and was doing what it could in the circumstances to resolve the issue, suggesting it was certainly not conduct that would justify denying contractual entitlement to costs under the leases.

63. In response the Applicant suggested it would be unreasonable for the leaseholders to bear their own costs. The argument being the application would not be necessary had it not been for the failure of the First Respondent to fulfil its obligations under the lease. This issue had been within the First Respondent's knowledge for a long period of time and it was foreseeable given the nature of the leases that this could be a problem that they would have to address and resolve. The simple fact was they hadn't. It was the leaseholders that had put forward this application and the leaseholders that were driving the resolution of the matter and therefore it would not be just or equitable for them to now have to pay the First Respondents legal costs given it should really have been incumbent on the First Respondent to be driving the resolution and has had ample opportunity to do so.

64. Having carefully considered the arguments and submissions put forward by both parties, the Tribunal prefers the submissions of the Applicant. The Tribunal in making this decision agrees with the Applicants arguments set out above and also considers the evidence of Mr Brace that the First Respondent solicitors had advised them to make an application for the appointment of manager as a potential path of resolution, yet it was still the Applicant as a leaseholder who ended up having to take this course of action.

65. All parties, including the First Respondent, agreed that work needed to be done on the Property, and that it had not been carried out. The Tribunal's view is that the wording of the underlying leases is, to a fair degree, the cause of the work not being carried out, but that of itself does not explain why the Applicants ultimately have been required to lead on resolution of this issue and the First Respondent did not take steps to do so, despite legal advice to that effect. The Applicant leaseholder consequently made this application for the appointment of a manager and was successful.

66. The outcome alone is not determinative, although it is never irrelevant. The Tribunal will always bear in mind and has borne in mind the potential practical and financial consequences of the approach taken.

67. The Tribunal is satisfied, in the circumstances of this case, that, if the First Respondent has the ability under the leases to recover from the leaseholders the costs associated with this application for the Tribunal to appoint a manager, such costs should not be so recovered through service charges or through administration charge.

68. The Tribunal therefore grants the Applicant's application under section 20C of the Landlord and Tenant Act 1985 and paragraph 5a of Schedule 11 of the Commonhold and Leasehold reform Act 2002 that legal costs incurred by the Respondent in respect of this application should not be recoverable through service charges or administration charges.

RIGHTS OF APPEAL

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 the Regional office which has been dealing with the case by email 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 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.