



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

Case reference : **LON/00AT/LAM/2025/0032**

Property : **3 Bolton Lodge, London W4 3TG**

Applicant : **Kadir Goksen**

Respondent : **Long Bolt Ltd**

Type of application : **Appointment of Manager**

Proposed Manager : **Ralitsa Tsvetkova**

Tribunal : **Judge Nicol
Mr A Parkinson MRICS**

**Date and venue of
Hearing** : **15th October 2026
10 Alfred Place, London WC1E 7LR**

Date of decision : **15th October 2026**

DECISION

The Applicant's applications to appoint a manager under section 24 of the Landlord and Tenant Act 1987 and for costs orders under section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 are refused.

Reasons

1. The Applicant seeks an order appointing Ms Ralitsa Tsvetkova of EKOR Group Ltd as the Tribunal-appointed manager of Bolton Lodge, London W4 3TG ("the Property") under section 24 of the Landlord and Tenant Act 1987. The Applicant served a notice by email dated 9th July 2025 pursuant to section 22 of the Act.

2. The Property comprises a purpose-built block of 8 flats constructed in 1972. The Applicant is the lessee of Flat 3. The Respondent is the freeholder, in which each lessee has a share. Since 2023 the managing agent, working at the direction of the Respondent company's directors, has been Uniq Block Management Ltd ("Uniq").
3. On 4th March 2026 the Tribunal issued directions. The application was heard on 15th October 2026. The attendees were:
 - (a) The Applicant, accompanied by a friend, Mr Everton;
 - (b) Mr Lee Gardner from Uniq, representing the Respondent;
 - (c) Mr Thomas Orton, lessee of Flat 2 and one of the directors of the Respondent company; and
 - (d) Ms Tsvetkova, the proposed manager.
4. The Applicant had a number of complaints about the Respondent's management of Bolton Lodge which he submitted justified the appointment of a Manager by the Tribunal. By order dated 4th March 2026 Judge Dutton excluded the following issues:
 - (a) Alleged breach of section 303 Companies Act 2006 (page 12 of Form RM1)
 - (b) Allegations around corporate governance and AGM breaches (page 12 of Form RM1)
 - (c) Section 2 headed "Context and Governance" in the document entitled "Witness statement of Kadir Goksen" relating to allegations around breaches of the Longbolt articles of association and corporate governance breaches
 - (d) The references to breaches of section 303 Companies Act 2006 and Data Protection Act 2018/GDPR from section 3 headed "Persistent Statutory Breaches" in the document entitled "Witness Statement of Kadir Goksen"
 - (e) Section 5 headed "Governance Failures and Exclusion" in the document entitled "Witness Statement of Kadir Goksen"
 - (f) The request for company law related compliance orders under Section 11 headed "Conclusion" in the document entitled "Witness Statement of Kadir Goksen".
5. The Applicant's remaining complaints were as follows:
 - (a) The directors had "entrenched" themselves. In fact, about one month ago, the lessees decided that all 8 of them should become directors. Six of them have completed the process but the Applicant refused to provide his passport as ID, instead wanting to use an alternative which has yet to complete, and therefore is not yet a director. Nevertheless, the hope of all concerned is that this will satisfy the Applicant and meet his concerns.
 - (b) An alleged failure to comply with section 22 of the Landlord and Tenant Act 1985. Both the Applicant and Mr Gardner gave evidence in relation to this. Mr Gardner offered the Applicant the opportunity to inspect all

relevant documentation at Uniq's offices. The problem was that the Applicant did not want to journey to Harlow in Essex to do so.

- (c) Consultation on works called "Fire Risk Assessment remedials" was allegedly defective. The first section 20 notice said the details of the works were available on request but, when the Applicant asked for details, there was no response to his email. In fact, the details were available on Uniq's portal, available online through Blocks Online. The Applicant claimed that there was no portal but the truth is that he has never logged on to it, unlike most of the other lessees. Two further section 20 notices followed with further details, including of the contractor to be used.
- (d) Directors indicated an intention to fund their legal costs from service charges, contrary to the lease. On examination, it is arguable that legal costs are recoverable under paragraph 8 of Part VII of the Schedule to the lease. However and in any event, no legal costs have yet been imposed through the service charge. Mr Gardner said that the cost of his time in the current proceedings, including at the hearing, totalled £1,026 and the Respondent intended to put this on the service charge in due course. If the Applicant wishes to challenge the reasonableness of his one-eighth contribution in due course, he will be entitled to do so through a fresh application under section 27A of the Landlord and Tenant Act 1985.
- (e) Communal electricity bills were left unpaid for many months. This happened before the completion of the handover from the previous managing agents, Wilmotts, to Uniq. Uniq paid the bill within 10 days of finding out about it.
- (f) The directors signed a 12-month service contract for maintenance of a communal water tank that is not in use. This is not correct. There was a water tank and it wasn't clear who was connected to it. The Respondent included an amount of £3,000 in the budget in case it needed full servicing but, instead, works were carried out to confirm that no flat was any longer connected and then to drain and de-commission it. Mr Gardner had tried to explain this to the Applicant but he refused to accept the explanation, insisting that it was somehow mismanaged by Uniq. The Tribunal is satisfied that the Respondent and Uniq acted reasonably and the cost was reasonably incurred.
- (g) A director sublet her flat to a tenant who caused prolonged nuisance. Despite lease obligations, no enforcement was taken. If this happened as the Applicant describes, it was before Uniq's time. The Applicant conceded that there had been no such problems since Uniq took over.
- (h) Garages and doors were allowed to deteriorate, eventually concealed by cladding. Mr Gardner explained that the garages (one for each flat) had asbestos roofs. There is some disrepair to the wooden fascia but a contractor brought in to look at it said that, while they were water-affected, they were structurally sound and it would be considerably cheaper to clad them with protective uPVC. Again, this has been explained to the Applicant but he refuses to accept it. The Tribunal is again satisfied that the Respondent and Uniq acted reasonably.

- (i) Communal windows were left uncleaned for over three years. Cleaning of the communal windows does not appear to be one of the items within the service charge under Part VII of the Schedule to the lease. Because it was not in the existing budget when Uniq took over management, they did not arrange for communal window cleaning. However, it has since been instituted.
 - (j) In 2024, the communal laundry room was left unusable for a period of four months. In fact, no-one used the communal laundry room as everyone has washing machines in their flats. It is now used as a storage room, including for the cleaner.
 - (k) There are cubby holes where lessees store belongings in the area of the bin store. When a contractor was engaged by Uniq to clear rubbish from the floor area of the bin store, they mistakenly also cleared out the cubby holes. This took several days to remedy and the contractor refunded part of the cost. The Applicant blamed Uniq for giving defective instructions, although he has no evidence of this. If the instructions had been defective, it is difficult to see why the contractor would have thought to give any refund. The Tribunal is not satisfied that the Applicant's allegation is correct.
 - (l) Prior to Uniq taking over management, there had been some break-ins. The Applicant accused the Respondent of failing to make improvements to the security arrangements but the Tribunal was given no reason to think that the Respondent's decision not to incur the costs was unreasonable.
- 6. During his oral submissions in the hearing, the Applicant pointed out that PRS had required Uniq to pay him £50 as compensation for the tone of some emails from Mr Gardner. That is as close as the Applicant came to establishing any default in the Respondent's management of the Property. Taking the above matters into account, there is no basis for thinking that it would be just or convenient to impose a manager on the lessees at this Property.
 - 7. Further, the parties have only just entered into a new arrangement, with all of the lessees being directors, which may be expected to have a significant impact on the management of the Property going forward. Even if the Applicant had established more of his complaints, it would have been more than arguable that the appointment of a manager would be premature and that the new arrangement should have a chance to prove itself.
 - 8. In the circumstances, the Tribunal refuses the application to appoint a manager. This is no reflection on Ms Tsvetkova's qualifications to be such a manager, on which the Tribunal makes no comment, not having examined them as part of this decision.
 - 9. The Applicant applied for orders under section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 that the Respondent's costs of these proceedings should not be added to the service charge or charged to him

directly. Given that the Applicant has failed entirely to establish his case, the Tribunal is not satisfied that it would be just or equitable to make either order and so these applications are refused too.

Name: Judge Nicol

Date: 15th October 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.

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

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

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

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

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

Appendix – relevant legislation

Landlord and Tenant Act 1987

Section 24

- (1) The appropriate tribunal may, on an application for an order under this section, by order (whether interlocutory or final) appoint a manager to carry out in relation to any premises to which this Part applies--
 - (a) such functions in connection with the management of the premises, or
 - (b) such functions of a receiver, or both, as the tribunal thinks fit.
- (2) The appropriate tribunal may only make an order under this section in the following circumstances, namely--
 - (a) where the tribunal is satisfied--
 - (i) that any relevant person either is in breach of any obligation owed by him to the tenant under his tenancy and relating to the management of the premises in question or any part of them or (in the case of an obligation dependent on notice) would be in breach of any such obligation but for the fact that it has not been reasonably practicable for the tenant to give him the appropriate notice, and
 - (ii) ...
 - (iii) that it is just and convenient to make the order in all the circumstances of the case;
 - (ab) where the tribunal is satisfied--
 - (i) that unreasonable service charges have been made, or are proposed or likely to be made, and
 - (ii) that it is just and convenient to make the order in all the circumstances of the case;
 - (aba) where the tribunal is satisfied--
 - (i) that unreasonable variable administration charges have been made, or are proposed or likely to be made, and
 - (ii) that it is just and convenient to make the order in all the circumstances of the case;
 - (abb) where the tribunal is satisfied--
 - (i) 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
 - (ii) that it is just and convenient to make the order in all the circumstances of the case;
 - (ac) where the tribunal is satisfied--
 - (i) that any relevant person has failed to comply with any relevant provision of a code of practice approved by the Secretary of State under section 87 of the Leasehold Reform, Housing and Urban Development Act 1993 (codes of management practice), and
 - (ii) that it is just and convenient to make the order in all the circumstances of the case;

- or
 - (b) where the tribunal is satisfied that other circumstances exist which make it just and convenient for the order to be made.
- (2ZA) In this section "relevant person" means a person—
 - (a) on whom a notice has been served under section 22, or
 - (b) in the case of whom the requirement to serve a notice under that section has been dispensed with by an order under subsection (3) of that section.
- (2A) For the purposes of subsection (2)(ab) a service charge shall be taken to be unreasonable—
 - (a) if the amount is unreasonable having regard to the items for which it is payable,
 - (b) if the items for which it is payable are of an unnecessarily high standard, or
 - (c) if the items for which it is payable are of an insufficient standard with the result that additional service charges are or may be incurred.

In that provision and this subsection "service charge" means a service charge within the meaning of section 18(1) of the Landlord and Tenant Act 1985, other than one excluded from that section by section 27 of that Act (rent of dwelling registered and not entered as variable).
- (2B) In subsection (2)(aba) "variable administration charge" has the meaning given by paragraph 1 of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.
- (3) The premises in respect of which an order is made under this section may, if the tribunal thinks fit, be either more or less extensive than the premises specified in the application on which the order is made.
- (4) An order under this section may make provision with respect to—
 - (a) such matters relating to the exercise by the manager of his functions under the order, and
 - (b) such incidental or ancillary matters,

as the tribunal thinks fit; and, on any subsequent application made for the purpose by the manager, the tribunal may give him directions with respect to any such matters.
- (5) Without prejudice to the generality of subsection (4), an order under this section may provide—
 - (a) for rights and liabilities arising under contracts to which the manager is not a party to become rights and liabilities of the manager;
 - (b) for the manager to be entitled to prosecute claims in respect of causes of action (whether contractual or tortious) accruing before or after the date of his appointment;
 - (c) for remuneration to be paid to the manager by any relevant person, or by the tenants of the premises in respect of which the order is made or by all or any of those persons;
 - (d) for the manager's functions to be exercisable by him (subject to subsection (9)) either during a specified period or without limit of time.

- (6) Any such order may be granted subject to such conditions as the tribunal thinks fit, and in particular its operation may be suspended on terms fixed by the tribunal.
- (7) In a case where an application for an order under this section was preceded by the service of a notice under section 22, the tribunal may, if it thinks fit, make such an order notwithstanding—
 - (a) that any period specified in the notice in pursuance of subsection (2)(d) of that section was not a reasonable period, or
 - (b) that the notice failed in any other respect to comply with any requirement contained in subsection (2) of that section or in any regulations applying to the notice under section 54(3).
- (8) The Land Charges Act 1972 and the Land Registration Act 2002 shall apply in relation to an order made under this section as they apply in relation to an order appointing a receiver or sequestrator of land.
- (9) The appropriate tribunal may, on the application of any person interested, vary or discharge (whether conditionally or unconditionally) an order made under this section; and if the order has been protected by an entry registered under the Land Charges Act 1972 or the Land Registration Act 2002, the tribunal may by order direct that the entry shall be cancelled.
- (9A) The tribunal shall not vary or discharge an order under subsection (9) on the application of any relevant person unless it is satisfied—
 - (a) that the variation or discharge of the order will not result in a recurrence of the circumstances which led to the order being made, and
 - (b) that it is just and convenient in all the circumstances of the case to vary or discharge the order.
- (10) An order made under this section shall not be discharged by the appropriate tribunal by reason only that, by virtue of section 21(3), the premises in respect of which the order was made have ceased to be premises to which this Part applies.
- (11) References in this Part to the management of any premises include references to the repair, maintenance, improvement or insurance of those premises.