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

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| **Case Reference** | : | HAV/29UN/LAM/2026/0005 |
| **Property** | : | 14 Priory Courtyard, Ramsgate, Kent, CT11 9PW. |
| **Applicant** | : | Peter Batt |
| **Respondent** | : | Ramsgate Courtyard Management Company Limited (Management Co)<br><br>Karen Churcher (Flat 1)<br>Janice Kench (Flat 2)<br>Sarah Hutchinson (Flat 3)<br>Claire & Ryan Edwards (Flat 4)<br>Tim Clark (Flat 5)<br>John Powders (Flat 7) |
| **Proposed Manager** | : | Jeremy Parkin |
| **Type of Application** | : | 1. Application for the appointment of a manager- section 24 of the Landlord and Tenant Act 1987 (the Act).<br>2. Application pursuant to section 20C Landlord and Tenant Act 1985. |
| **Tribunal Members** | : | Regional Judge Whitney<br><br>Mr A Crawford MRICS<br><br>Ms S Johnson |
| **Date of Hearing** | : | 4 September 2026 |
| **Date of Decision** | : | 19 November 2026 |

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**DECISION**

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## Background

1. The Applicant made an application to the Tribunal for a Manager to be appointed to manage the Property.

2. Various sets of directions were issued which were substantially complied with leading to the final hearing. Various case management applications had been determined, principally relating to what documents would be before the Tribunal.

3. This decision has regard to the Guidance issued by the Senior President of Tribunals as to decisions.

## The Property

4. The Property is described in Mr M Foley's report dated 19 April 2024 A[162] which includes photographs. It is a modern block of flats housing seven leasehold flats. The building has two roofs referred to as the upper and lower roof.

## Hearing

5. The hearing took place at Margate Court Centre. The hearing was recorded.

6. The Applicant attended in person together with his nominated manager Mr Parkin. The Respondent was represented by Miss Livesey of counsel and had Mr Cordon and Ms Dallas-Conte, directors of the Respondent in attendance.

7. The tribunal had before it two main bundles: firstly, one called "Applicant's master evidence bundle" consisting of 406 pages (references to A[ ] are to this bundle) and "Supplemental Hearing Bundle" consisting of 340 pages (references to R[ ] are to this bundle). We also had a document of 55 pages called Applicant's supplemental Position Statement.

8. The Tribunal explained at the start of the hearing that the application was limited to that relating to the Appointment of a Manager pursuant to Section 24 of the Landlord and Tenant Act 1987. We would not be making any determination as to the liability to pay or the reasonableness of any charges under this application.

9. Mr Batt had a written opening address which the Tribunal allowed him to read. This expanded upon the case raised in the papers. He explained how his flat had in his opinion been uninhabitable for a long period of time and the Respondent had undertaken inadequate remedial works.

10. He referred to various emails (A[121] & A[24]) where he suggested his complaints were dismissed as inter flat matters. He agreed a survey was undertaken in February 2024 by Viking Builders which found leaks. He suggested there was however ongoing delay and inertia. He referred to what he considered delay caused by issues relating to the freehold transfer and referred to an email from John Walker A[205], an individual who is a leaseholder but who was also linked to the original developers. He suggested that Mr Foley (who had provided reports in the bundle) identified defects but these were not remedied.

11. Mr Batt explained how between October 2024 and January 2025 there was no power in his flat. He referred to photographs within Mr Foley's report A[275 & 276]. He suggested the Respondent failed to mitigate any risks to electrics.

12. Mr Batt further suggested demands were unreasonable. In particular he suggested that undertaking works to the Upper Roof level and just patch repairs to the lower roof level as disproportionate and unreasonable expenditure. He suggested not conducting a replacement of the lower roof (which covered his flat) was a mistake and relied upon Mr Foley's opinion at A[262]. He suggested there was a total failure of management.

13. Mr Batt submitted that there had been a failure to reinstate his flat which had suffered damage. He suggested that a condition had been made that his flat would only be reinstated if he paid his service charge.

14. As to Section 20C and Paragraph 5A he invited the tribunal to make orders. He suggested he had never previously withheld his service charges. He objected to the fact that he said his flat had been uninhabitable for two years.

15. Miss Livesey then presented the case for the Respondent.

16. She explained that this was a residents management company. The Directors were volunteers looking to manage across the estate about 69 units. Each Building has its own service charge schedule.

17. The Property was built in 2007 as a purpose built block. She suggested the time allowed in the Section 22 notice of 21 days was insufficient and in her submission the criteria for appointment of a manager was not met. She suggested there was no breach, a Tribunal appointment was not necessary and it was not just and convenient.

18. Miss Livesey referred the Tribunal to the lease and the terms of the same. Further she suggested AGMs were held by the Respondent both in person and hybrid. Work had been undertaken and the Respondent contemplated undertaking further works.

19. She referred to the fact that works had been undertaken to the Upper Roof and guttering which meant the leaks had been rectified. The Lower roof was currently water tight but it was agreed by her clients that it did need replacement. Patch repairs have been undertaken and the Respondent is looking to serve section 20 notices. The Respondent had tried to adopt a collaborative approach to the repairs to the same R[266-268].

20. Mr Batt raised issues relating to the ventilation in his flat. Miss Livesey suggested these were not the responsibility of the Respondent. They had however suggested a collective solution to remedy the same R[157].

21. Miss Livesey suggested that the Respondent actively takes works to the buildings it manages despite the lease only giving obligations when a leaseholder has paid their service charges. Currently there are arrears.

22. The Tribunal then heard from Mr Parkin the nominated manager. His statement was at A[375-400].

23. Mr Batt had no questions of him.

24. Miss Livesey then questioned him.

25. He confirmed he set up his practice in 1997. Had become involved in block management in 2013. Currently he managed about 1000 units across 57 blocks. He had overall responsibility but delegates to staff.

26. He confirmed he visited about 6 months ago. He had walked around the whole estate. He stated he had read the lease and agreed he had not provided a full management plan. He stated he had read the Tribunal draft order.

27. He was then questioned by the Tribunal.

28. He stated he wished to have the appointment as he had extensive local experience. This was an attractive block to manage in his opinion and may provide an opportunity later to manage the whole estate. He had never been nominated previously.

29. He explained he had prepared a management plan but had omitted to pass it to Mr Batt. The Tribunal declined to view it at this very late stage given the Respondent had not had sight of the same.

30. On questioning as to the aims of the appointment Mr Parkin appeared confused. He stated he was seeking a twelve month appointment so he could start a section 20 consultation for the roof works. When asked by the Tribunal what costs would be involved in the lower roof he suggested that, in his experience, the total cost of the lower roof would be in the order of £14,000 plus VAT in total.

31. The tribunal pointed out the Upper Roof had cost about £18,000 per unit?

32. He stated he had a figure from Mr Batt. He thought that was for the whole of the Upper roof, not per leaseholder. Had used that figure to base his £14,000 figure as he felt the lower roof would be slightly cheaper to re-roof.

33. He had not taken any advice or discussed with anyone who had experience of appointment of a manager. He stated he was not sure of the extent of his powers.

34. Miss Livesey made the final submission. She suggested the questioning of Mr Parkin showed he was not suitable. He had not provided a proper management plan and she suggested he tried to produce a plan for the lower roof on the hoof. The quote the Respondents have for the lower roof is for £55,000 plus VAT and fees. She suggested there was no proper plan or details one would normally expect. Mr Parkin is using this as a way in, to possibly manage the whole estate. As to any costs order she would oppose. She suggests the Respondent has acted properly.

35. Mr Batt made his final submissions.

36. He suggested that the communication by the Respondent had been poor.

37. He suggested Mr Parkin was a locally based agent who had thought the tribunal would tell him exactly what he had to do. He suggested he had tried to act reasonably throughout.

**Decision**

38. We thank all parties for their submissions. We have taken account of all the materials before us even if we do not mention the same.

39. The circumstances are plainly unfortunate and the building as a whole has been beset with problems. However, we remind ourselves that we need to be satisfied that the test as set out in section 24 of the Landlord and Tenant Act is met.

40. Firstly a notice pursuant to Section 22 is required. We find that such notice was served dated 14 April 2026 A[25-27]. Whilst the time given for compliance is short we are satisfied that it provides sufficient time for a response and for the purpose of this hearing we accept the notice is valid.

41. We turn next to the alleged breaches.

42. It is suggested that there has been a failure to repair and maintain the building. This is expanded upon within the notice. We are not satisfied on the evidence before us that this is made out. Whilst repairs perhaps have not happened as quickly as Mr Batt would like they have been undertaken. The upper roof has been replaced and the lower roof has had patch repairs such that it is watertight. This is in our judgment in line with the reports of Mr Foley within the bundle.

43. The Tribunal accepts it is often necessary for management companies to prioritise and phase major works having regard to available funds and urgency of need. That is what has happened here and the Respondent's say in accordance with Mr Foley's reports they intend to move on to the lower roof.

44. As to ventilation we find as a matter of fact this is not the Respondent's responsibility under the lease. Whilst the ventilation may not be up to current building regulation standards this is within the flat as demised to the Applicant. It is in our judgment his responsibility.

45. We heard much as to the reinstatement of the flat and the corroded radiator. On balance we are not satisfied this amounts to a breach on the evidence before us and the circumstances ongoing and generally.

46. It follows we are not satisfied that the Respondent has failed to supervise maintenance or enforce liability. A plan was developed to firstly replace the upper roof which had totally failed with patch repairs to the lower roof until

that also would be replaced. We are satisfied that this was in all the circumstances a prudent way forward.

47. We do not find any negligent financial management. The issue in respect of the title is complicated and we heard what steps were being undertaken. This is unfortunate but we are not satisfied that this can be laid at the door of the Respondent as currently constituted. Further we are not satisfied the other alleged breaches were established on a balance of probabilities by the Applicant.

48. The Applicant refers to breaches of fiduciary duty and governance. Again we find that on a balance of probabilities we are not satisfied the same have been made out.

49. We have stood back and considered all the evidence before us to consider whether any other circumstances exist which would lead us to conclude that it is just and convenient for us to appoint a manager. We are satisfied there is nothing to lead us to that conclusion. We are satisfied that the Respondent is adequately managing the Property in what are difficult circumstances. We had no reason to think they did not retain the support of the majority of owners. Certainly we had no evidence that any other leasehold owner supported the current application.

50. Whilst the above findings mean we do not have to consider the suitability of Mr Parkin for the avoidance of doubt even if we are wrong on the above we would not have appointed Mr Parkin.

51. We have no doubt Mr Parkin is an experienced manager however he gave us the impression of approaching this as if it was a "pitch" for the whole estate. We were not satisfied he understood his duties to this Tribunal or what would be required. His answers as to the costs for replacing the lower roof amply demonstrated the lack of care and thought that had gone into his preparation.

52. We therefore dismiss the application and will not be appointing a manager.

53. This leaves the applications for orders under section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 of the Commonhold and Leasehold reform Act 2002. We have considered the submissions of both parties. Whilst this is not a win or lose jurisdiction on balance given we have dismissed the application and made no order we consider we should exercise our discretion and make no order as to costs in favour of the Applicant.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk

2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.