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FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	**LON/00BG/LRM/2014/0021**
Property	:	**Padstone House, Shire House and 1, 3, 5 & 7 Talwin Street, Bailey House and Wealden House, Capulet Square, London E3**
Applicant	:	**Capulet Square RTM Company Limited**
Representative	:	**Urang Property Management Limited**
Respondent	:	**Fairhold Artemis Limited**
Representative	:	**Estate and Management Limited**
Type of Application	:	**To determine whether the applicant has acquired the right to manage – section 84 Commonhold and Leasehold Reform Act 2002**
Tribunal Members	:	**Judge John Hewitt Chairman Mr Patrick Casey MRICS**
Date and venue of Determination	:	**14 October 2014 10 Alfred Place, London WC1E 7LR**
Date of Decision	:	**20 October 2014**

DECISION

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Decisions of the Tribunal

1. The Tribunal determines that:

   1.1 The applicant has acquired the right to manage the subject premises; and

   1.2 The right to manage is exercisable from the date three months after this decision becomes final in accordance with sections 90(4) and 84(7) of the Commonhold and Leasehold Reform Act 2002 ('the Act').

2. The reasons for our decision are set out below.

NB: The statutory provisions which are material to this decision are set out in the Schedule below.

Procedural background

3. The tribunal received an application from the applicant pursuant to section 84 the Act. The application is dated 19 August 2014. The applicant sought a determination that it had acquired the right to manage.

4. The applicant served three claim notices on the respondent landlord. They are all dated 3 July 2014. The notices referred to three separate sets of premises as follows:

   4.1 Padstone House, Capulet Square
   4.2 Shire House, Capulet Square; and
   4.3 1, 3, 5 & 7 Talwin Street, Bailey House and Wealden House, Capulet Square.

   In each case in paragraph 1 of the notice it was stated that:

   "We Capulet Square RTM Company Limited of c/o Urang Property Management Limited, 196 New Kings Road, London SW6 4NF and of which the registered number is 08926434 ... claims to acquire the right to manage ... (the premises)."

5. The respondent purports to have served three separate counter-notices. They are all dated 7 August 2014. In each case it was denied that the applicant was entitled to exercise the right to manage.

6. In all three notices the reasons relied upon by the respondent were:

   6.1 In breach of section 73(4) the stated object of the RTM Company is to manage multiple blocks and as such cannot be a company in relation to a building but in relation to an estate of more than one building and as such cannot be a RTM Company (Triplerose Limited v Ninety Broomfield Road RTM Company COA [2014])

6.2 In breach of section 78(1) and 79(2) of the Act we have not been provided with proof that Notices of Invitation to Participate have been served on persons who were at the time when the notice was given:

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

(b) neither was nor had agreed to become a member of the RTM Company

6.3 In breach of section 79(8) of the Act we have seen no evidence of service of a copy of the Claim Notice on all the remaining qualifying tenants.

7. In the case of the premises known as 1, 3, 5 & 7 Talwin Street, Bailey House and Wealden House, Capulet Square an additional reason was relied upon, namely:

7.1 In breach of section 72 it is not clear that the qualifying conditions have been met. The premises claimed are made up of several self-contained buildings or separate cores being 1, 3, 5, & 7 Talwin Street, Bailey House & Wealden House and 2 of the cores 1, 3, 5 & 7 Talwin Street and Bailey House do not have the requisite 50% membership of the RTM Company in breach of section 79(5). (Later in this decision this point is referred as 'the premises point')

8. The application form indicated that the applicant would be content for the application to be determined on the papers if the tribunal thought it appropriate to do so.

9. Directions are dated 22 August 2014. The directions gave notice that the tribunal proposed to determine the application on the papers and without an oral hearing and directed that any request for an oral hearing was to be made within 21 days, stated that the application form was to be taken as the applicants opening statement of case and set out a timetable for the respondent to serve a statement of case in answer and for the applicant to serve a statement of case in reply.

10. In the event the tribunal has not received any request for an oral hearing. The tribunal has received statements of case/submissions as follows:

10 September 2014	respondent's statement of case
25 September 2014	applicant's reply
3 October 2014	applicant's further submissions
8 October 2014	respondent's further submissions

Neither party has raised any objection to the exchange of further submissions even though they were not strictly provided for in the directions. For avoidance of doubt and in so far as may be necessary we hereby give the parties permission to serve and rely upon their respective submissions dated October 2014.

The issues

11. From the rival submissions we have derived that the issues to be determined are:

    11.1 Is the applicant entitled to acquire the right to manage multiple sets of premises? (section 73 (4));

    11.2 Was the applicant not entitled to exercise the right to manage because it had not given to the respondent proof of service of notices of invitation to participate? (section 78(1));

    11.3 Was the applicant not entitled to exercise the right to manage because it had not given to the respondent proof of service of a copy of the claim notice on each qualifying tenant? (section 79(8)); and

    11.4 Are the three counter-notices given by the respondent to the applicant valid counter-notices?

12. In the counter-notice given in respect of 1, 3, 5 & 7 Talwin Street, Bailey House and Wealden House, Capulet Square the respondent took the point that those premises were not a self-contained building or part of a building within the meaning of section 72 of the Act – the premises issue. That issue has not been carried over into the submissions served by the respondent and we infer that the respondent has abandoned that ground of objection.

Multiple sets of premises

13. The question whether a RTM company is restricted to exercising the right to manage one only set of premises or is entitled to exercise the right in respect of two or more sets of premises was determined by the Upper Tribunal (Lands Chamber) in conjoined appeals *Ninety Broomfield Road RTM Company Limited v Triplerose Limited* and other parties reported as [2013] UKUT 0606 (LC). It held that a RTM company was entitled to exercise the right in respect of more than one set of self-contained premises.

14. The question was also raised before the Upper Tribunal (Lands Chamber) in *Fencott Limited v Lyttleton Court 1 14-34a RTM Company Limited and others* [2014] UKUT 0027 (LC) and the result was the same.

15. The gist of the case for the respondent is that those decisions are wrong and that we should decide to the contrary. We decline to do so. Those

determinations are binding upon us whether we consider them to be right or not (on which we express no view).

16. As the law stands at present the point taken by the respondent is a bad one and we reject it.

17. It is understood that the decision in *Ninety Broomfield Road* may be considered by the Court of Appeal later this year with a hearing window set for December 2014. The respondent submitted that we should defer determination of the subject application pending the outcome of that appeal. That submission was opposed by the applicant who contended it was yet another delaying tactic.

18. We reject the submission. We are obliged to apply the law as we understand it to be as at the date of our determination. There is no certainty that the appeal will actually come on for hearing; circumstances may well arise where the appellant, for one reason or another, is unwilling or unable to pursue the appeal.

19. We consider it would be unjust to the applicant and its members to defer the due consideration of its application.

Proof of service of: notices of invitation to participate; and copy claim notices

20. We can conveniently take both of these together.

21. In its submissions dated 10 September 2014 the respondent simply assert that it has not been provided with copies of the notices of invitation to participate and has not seen evidence of service and that it has not been provided with proof of service of copies of the claim notice.

22. The respondent may well be right on both points but the relevant sections of the Act do not oblige a RTM company to provide to a landlord copies of notices of invitation to participate or to provide evidence of the service of such notices or to provide evidence of service of copies of claim notices on the qualifying tenants. For this reason alone this objection must fail.

23. However, evidence of service of the notices is attached to the applicants submissions dated 3 October 2014. This evidence has not been challenged by the respondent in its submissions dated 8 October 2014.

Validity of the counter-notices

24. This is a point taken by the applicant at a late stage in its submissions dated 25 September 2014. Plainly the tribunal has the jurisdiction to determine whether a counter-notice is valid or not because the question of validity can have crucial consequences. Thus where validity is put in issue it is expected it is raised in the application form itself as an issue for the tribunal to determine. The respondent has submitted that by not raising the issue in the application form the applicant is to be taken as

having admitted or accepted the validity of the counter-notices. We reject that submission. We find that we are entitled to consider the issue on its merits (if any) and to make a substantive determination on it.

25. The point is a simple one. The basic facts are as follows:

25.1 The claim notices were given by: *Capulet Square RTM Company Limited of c/o Urang Property Management Limited, 196 New Kings Road, London SW6 4NF.*

25.2 Each of the counter-notices was addressed to: *Capulet Square RTM Company Limited of c/o Urang Property Management Limited, 196 New Kings Road, London SW6 4NF.*

25.3 The three counter-notices were sent in one envelope under cover of a letter dated 7 August 2014 which was addressed to: *Capulet Square RTM Co Limited of c/o Urang Property Management Ltd, 196 New Kings Road, London SW6 4NF.*

25.4 Paragraph 1 of each counter-notice says: *"I allege that by reason of sections ... on 3 July 2014 The North and South Grange RTM Company Limited ('the Company') was not entitled to exercise the right to manage ..."*

26. The applicant asserts that in the said paragraph the incorrect reference to *The North and South Grange RTM Company Limited* means that the counter-notice was not given by the respondent but was given by a non-existent company and thus is of no effect. It further submits that *"the Respondent has addressed the Counter notice to the wrong RTM company ('The North and South Grange RTM Company Limited')".*

27. In its submissions dated 8 October 2014 the respondent sets out a number of reasons why it contests the submissions made by the applicant and cited in aid an LVT decision: *The Circle (No.3) RTM Company Limited v Tenacity Limited* Ref: LON/00BE/LRM/2008/0009.

28. As to the facts we find that:

28.1 The counter-notices were addressed to *Capulet Square RTM Co Limited of c/o Urang Property Management Ltd, 196 New Kings Road, London SW6 4NF.*

28.2 The counter-notices were sent to and delivered to the applicant under cover of a letter dated 7 August 204 addressed to *Capulet Square RTM Co Limited of c/o Urang Property Management Ltd, 196 New Kings Road, London SW6 4NF.*

28.3 The letter dated 7 August 2014 was received by the recipient on 8 August 2014

Those three facts were not in dispute.

28.4 The point on validity was first taken by the applicant's representative in an email dated 12 August 2014, being two days after date of 10 August 2014 specified in the claim notices for the service of counter-notices. Later that day the respondent's representative asserted that the counter-notices were valid.

29. We have rejected the applicant's submission that the counter-notices were not delivered to the applicant. Plainly in the legal and physical sense they were.

30. We now have to consider the effect of the error in paragraph 1 of each counter-notice.

31. Section 84 of the Act sets out the provisions with regard to counter-notices. In essence section 84(2) provides that 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 the chapter, the RTM company was on that date not so entitled.

32. Section 84(2) also requires that counter-notices shall contain such other particulars as may be required by any regulations made by an appropriate national authority. As regards England those regulations are the Right To Manage (Prescribed Particulars and Forms)(England) Regulations SI 2010/825. Regulation 5 makes provision for additional content of counter-notices. Regulation 8 requires that counter-notices shall be in the form set out in Schedule 3 to the regulations. It is significant, in our view, that neither the section nor the regulations impose any express sanction or effect of a counter-notice which is not wholly compliant.

33. Where the entitlement to acquire the right to manage is denied paragraph 1 of the prescribed form of counter-notice is required to read:

"I allege that, by reason of [specify provision of Chapter 1 of Part 2 of ... the Act 2002 relied on], on [insert date on which claim notice was given], [insert name of company by which claim notice was given] ('the company') was not entitled to acquire the right to manage the premises specified in the claim notice.

Thus the prescribed form of counter-notice requires the name of the RTM company which gave the claim notice to be inserted or specified in paragraph 1.

34. Unlike section 81(1) and regulations in relation to claim notices there is no saving provision that a counter-notice shall not be invalidated by reason of any inaccuracy in any particulars required to be given.

35. In its detailed submissions dated 3 October 2014 the applicant's representative argues that the incorrect reference to *The North and South Grange RTM Company Limited* in the body of paragraph 1 is a fatal error because it is named within the counter-notice as an RTM company, a fictitious company said to be in existence at that time and it is not the addressee of the notice. The applicant argues that because 'The North and South Grange RTM Company Limited' does not actually exist it is of significance and far more important *"because it has argumentative relevance'.* – see paras 2.2 and 2.3. It is also denied that the principles set out in *Mannai Investments Co Limited v Eagle Star Life Assurance Co Limited* [1997] AC 749 are applicable to this case.

36. In paragraph 2.5 – 2.7 of the submissions the applicant's representative set out a complex series of submissions which appear to suggest that the respondent deliberately cited 'The North and South Grange RTM Company Limited' in paragraph 1 of its counter-notices as part of a misunderstanding as to the correct meaning of section 73(4) and as part of its objection to the claim notices based on the multi-premises issue. The respondent's submissions in response dated 8 October 2014 reject the applicant's submissions and assert the insertion of 'The North and South Grange RTM Company Limited' in paragraph 1 of each counter-notice was a mistake.

37. On the limited evidence before us we prefer the submissions of the respondent on this point and that the expression 'The North and South Grange RTM Company Limited' was inserted by way of a mistake. The respondent's submissions strike a chord with the members of the tribunal whereas the rather convoluted submissions of the applicant, which were not supported by any evidence, we find to be implausible. If the respondent had really intended to act in the way in which the applicant asserts that it did it seems to us that it would have chosen another RTM company which actually existed rather than 'The North and South Grange RTM Company Limited' which both parties agree is a non-existent company.

38. We thus need to construe the counter-notices in the light of the mistake which we have found is contained in them.

39. In the absence of any express saving provisions in the Act as regards accidental slips or omissions we have to apply the general law.

40. We note that in *Portobello Pads RTM Company v UK Investments Limited* LON/00AW/LRM/2005/0013 (LVT unreported) it was held that an incorrect date in paragraph 1 of a counter-notice did not invalidate the counter-notice. We also note that in *The Circle (No.3) RTM Company Limited* LON/BE/LRM/2008/0009 (LVT unreported) it was held that an error in naming the recipient RTM company did not invalidate the counter-notice as the mistake was obvious and it was plain which RTM company to counter-notice was intended for.

41. In recent years the proper approach to construction of instruments, statutory notices and contractual notices has moved forwards by way of clarification. The leading authority of *Mannai Investments Co Limited v Eagle Star Life Assurance Co Limited* [1997] AC 749 emphasises the reasonable recipient test. In the instant case we have no doubt that a reasonable recipient of the three counter-notices and the covering letter would readily understand that the respondent was stating that Capulet Square RTM Company Limited was not entitled to exercise the right to manage the subject premises.

42. We are reinforced in our view by an alternative approach of the application of the correction by construction. In *East v Pantiles (Plant Hire) Limited* [1982] 2 EGLR 111, Brightman LJ said that a mistake in a written instrument could be corrected as a matter of construction. Two conditions must be satisfied. The first is that there must be a clear mistake on the face of the instrument. Secondly, it must be clear what correction ought to be made in order to cure the mistake. The Judge explained that if those conditions are satisfied, then the correction is made as a matter of construction. In *KPMG LLP v Network Rail Infrastructure Limited* [2007] EWCA Civ 363 the Court of Appeal held that it was sufficient if the gist of the correction is clear.

43. We find that given the counter-notices were addressed to Capulet Square RTM Company Limited and were delivered to that company it is plain that the name of a different company in paragraph 1 was a mistake and it is plain what the correction of that mistake should be. Further, The North and South Grange RTM Company Limited could not possibly be denying that the applicant was entitled to exercise the right to manage because it did not exist and it had no right or standing to make such a denial.

44. We have also considered *Newbold v The Coal Board* [2013] EWCA Civ 584 in which the Court of Appeal was required to consider the validity of a notice which did not quite comply with material regulations and degree of flexibility which is available to the courts. We have also considered the further guidance given by Lord Neuberger in *Cusack v London Borough of Harrow* [2013] UKSC 40 which reinforce our view that the subject counter-notices are to be regarded as valid counter-notices.

45. We are further reinforced that this is the correct outcome by reason of the general principles concerning internal inconsistency. The counter-

notices were addressed to Capulet Square RTM Company Limited. Reference to 'The North and South Grange RTM Company Limited' in paragraph 1 is a clear inconsistency and they cannot be read together. The later incorrect reference is of no effect as it is repugnant.

46. For these reasons we find that the counter-notices are valid counter-notices.

Judge John Hewitt
20 October 2014

The Schedule

Commonhold and Leasehold Reform Act 2002

72 Premises to which Chapter applies
(1) This Chapter applies to premises if—

(a) they consist of a self-contained building or part of a building, with or without appurtenant property,
(b) they contain two or more flats held by qualifying tenants, and
(c) the total number of flats held by such tenants is not less than two-thirds of the total number of flats contained in the premises.

(2) A building is a self-contained building if it is structurally detached.

(3) A part of a building is a self-contained part of the building if—

(a) it constitutes a vertical division of the building,
(b) the structure of the building is such that it could be redeveloped independently of the rest of the building, and
(c) subsection (4) applies in relation to it.

(4) This subsection applies in relation to a part of a building if the relevant services provided for occupiers of it—

(a) are provided independently of the relevant services provided for occupiers of the rest of the building, or
(b) could be so provided without involving the carrying out of works likely to result in a significant interruption in the provision of any relevant services for occupiers of the rest of the building.

(5) Relevant services are services provided by means of pipes, cables or other fixed installations.

(6) Schedule 6 (premises excepted from this Chapter) has effect.

73 RTM companies
(1) This section specifies what is a RTM company.

(2) A company is a RTM company in relation to premises if—

(a) it is a private company limited by guarantee, and
(b) its articles of association state that its object, or one of its objects, is the acquisition and exercise of the right to manage the premises.

(3) But a company is not a RTM company if it is a commonhold association (within the meaning of Part 1).

(4) And a company is not a RTM company in relation to premises if another company is already a RTM company in relation to the premises or to any premises containing or contained in the premises.

(5) If the freehold of any premises is transferred to a company which is a RTM company in relation to the premises, or any premises containing or contained in the premises, it ceases to be a RTM company when the transfer is executed.

78 Notice inviting participation

(1) Before making a claim to acquire the right to manage any premises, a RTM company must give notice to each person who at the time when the notice is given—

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

(b) neither is nor has agreed to become a member of the RTM company.

(2) A notice given under this section (referred to in this Chapter as a "notice of invitation to participate") must—

(a) state that the RTM company intends to acquire the right to manage the premises,

(b) state the names of the members of the RTM company,

(c) invite the recipients of the notice to become members of the company, and

(d) contain such other particulars (if any) as may be required to be contained in notices of invitation to participate by regulations made by the appropriate national authority.

(3) A notice of invitation to participate must also comply with such requirements (if any) about the form of notices of invitation to participate as may be prescribed by regulations so made.

(4) A notice of invitation to participate must either—

(a) be accompanied by a copy of the articles of association of the RTM company, or

(b) include a statement about inspection and copying of the articles of association of the RTM company.

(5) A statement under subsection (4)(b) must—

(a) specify a place (in England or Wales) at which the articles of association may be inspected,

(b) specify as the times at which they may be inspected periods of at least two hours on each of at least three days (including a Saturday or Sunday or both) within the seven days beginning with the day following that on which the notice is given,

(c) specify a place (in England or Wales) at which, at any time within those seven days, a copy of the articles of association may be ordered, and

(d) specify a fee for the provision of an ordered copy, not exceeding the reasonable cost of providing it.

(6) Where a notice given to a person includes a statement under subsection (4)(b), the notice is to be treated as not having been given to him if he is not allowed to undertake an inspection, or is not provided with a copy, in accordance with the statement.

(7) A notice of invitation to participate is not invalidated by any inaccuracy in any of the particulars required by or by virtue of this section.

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 tribunal or court by which he was appointed.

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.

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.

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.