



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

Case reference : **LON/00BK/LAM/2020/0004**

**HMCTS code
(paper, video,
audio)** : **V: CVPREMOTE**

Property : **6 West Halkin Street, London SW1X
8JA**

Applicant : **Vistra Trustees Limited**

Representative : **DWF Law LLP**

Respondents : **1. 6 West Halkin Street Limited
2. Linda Nettleton Beilby Burgess
3. John Michael Noguera
4. Po King Betty Chan
5. Jack Robertson**

Representative : **Kennedys (first respondent)
In person (remaining respondents)**

Type of application : **Appointment of Manager**

Tribunal members : **Judge Angus Andrew
Ms Marina Krisko FRICS**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of hearing : **10 November 2020**

Date of decision : **13 November 2020**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote video hearing. The form of remote hearing was V: CVPREMOTE. A face-to-face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. We were referred to a document bundle of 429 pages together with some subsequent email correspondence received by the tribunal from the applicant and the first respondent.

Decisions

1. In accordance with section 24(1) of the Landlord and Tenant Act 1987, Alison Mooney of suite 2 De Walden Court, 85 New Cavendish Street, London W1W 6XD is appointed as manager of 6 West Halkin Street, London SW1X 8JA (“the property”) for a period commencing on 10 November 2020 and continuing for 4 years until 9 November 2024.
2. Our other decisions are included in the attached Management Order that is deemed to be incorporated in and forms part of this decision.

The application and hearing

3. On 29 January 2020 the applicant applied for an order appointing Grosvenor Property Management Services Limited as manager under section 24 of the Landlord and Tenant Act 1987 (“the Act”). Following receipt of a tribunal direction on 10 June 2020 the applicant subsequently nominated Alison Mooney IRPM of Westbury Residential Limited as the proposed manager.
4. The freehold reversion is owned by the Grosvenor Estate. The 1st respondent holds and intermediate lease of the property that comprises five flats. The applicant holds a sub-lease of flat 3 whilst the 2nd, 3rd, 4th and 5th respondents hold sub-leases of the other four flats. Each flat owner holds a share in the first respondent so that it is under their collective control.
5. The applicant sought the order due to the alleged failure of the first respondent (a) as intermediate lessee to comply with the terms of its own lease (b) as sub-lessor to comply with the terms of the five sub-leases and (c) to comply with relevant landlord and tenant legislation.
6. We were told that the 2nd, 4th and 5th respondents played no active part in the proceedings although in the hearing bundle there is a witness statement from the 5th respondent (Mr Jack Robertson) that largely supported many of the applicant’s criticisms of the past management of the property. Furthermore on the day before the hearing we received an email from the 1st respondent’s representative informing us that “*the parties*” largely agreed the contents of the draft management order. Certainly by the time that the matter came before us none of the respondents opposed the appointment of a manager and they offered no evidence to rebut the applicant’s extensive witness evidence.

7. Directions were given on 20 February 2020. The following issues were identified for determination:
- Was the preliminary notice compliant with section 22 of the Act and/or, if the preliminary notice was wanting, should the tribunal still make an order in exercise of its powers under section 24(7) of the Act?
 - Has the applicant satisfied the tribunal of any grounds for making an order as specified in section 24(2) of the Act?
 - Was it just and convenient to make a management order?
 - Would the proposed manager be a suitable appointee and, if so, on what terms and for how long should the appointment be made?
 - Should the Tribunal make an order under section 20C of the Landlord and Tenant Act 1985, to limit the 1st respondent's costs that may be recoverable through the service charge and/or an order for the reimbursement of any tribunal fees paid by the applicant?
8. At the hearing the applicant was represented by Monty Palfrey who is a barrister. Jonathan Smith, the applicant's solicitor, was also in attendance. We heard evidence from Alison Mooney, the proposed manager. By letter of 4 November 2020 Judge Sheftel had excused the attendance of the applicant's other witnesses on the grounds that the evidence of fact was no longer contested and that we would have regard to the signed witness statements in the document bundle. None of the respondents either appeared or were represented.

Background

9. The 1st respondent holds an intermediate lease of the property for a term expiring on 24 December 2054 at a current rent of £2,000 per year. Originally the five flat sub-leases expired before the term date of the intermediate lease. However four of the five sub-leases have been extended beyond the term date under the provisions of the Leasehold Reform, Housing and Urban Development Act 1993 and the reserved ground rents reduced to a peppercorn. Consequently there is a shortfall in the rent paid to the Grosvenor Estates that we understand is made up by capital contributions from the sub-lessees. A specimen sub-lease was included in the hearing bundle and at our request we were provided with a copy of the intermediate lease. Under both leases the 1st respondent is responsible for the repair and maintenance of the property (as tenant in the intermediate lease and as landlord in the sub-lease).
10. Included in the hearing bundle was a witness statement from Paul Le Marquand, a director in the applicant company. He exhibited a Building Survey prepared by Nicky Major FRICS, Dip Surv (CEM), FCABE, MFPWS and also an Interim Schedule of Dilapidations dated April 2019 given by the Grosvenor Estate to the 1st respondent. The Building Survey is supported by a large number of colour photographs. In essence it is apparent that the property has been allowed to deteriorate over a long period of

time and that the 1st respondent has failed to carry out essential repairs and renewals of which the most pressing is the replacement of the main roof. Both flats 3 and 5 have suffered damage caused by water ingress resulting from the disrepair of the roof.

11. The property has for a number of years been managed by Douglas Lyons & Lyons (“DLL”). Apparently DLL were appointed by the 3rd respondent (Mr John Michael Noguera) although it is not clear if he had actual or ostensible authority to make the appointment. From the unchallenged witness evidence it is apparent that DLL has (amongst other failings) failed to take steps to remedy the disrepair identified in the report and schedule referred to above, authorised works without prior consultation, failed to provide summaries of relevant costs in breach of section 21 of the Landlord and Tenant Act 1985, failed to respond to reasonable requests for information and breached various provisions of the RICS Service Charge Residential Management Code.

Statutory Framework

12. Under section 24(2) of the Act, the tribunal may appoint a manager under section 24 in various circumstances. These include where the tribunal is satisfied:
 - 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
 - that unreasonable service charges have been made, or are proposed or likely to be made; and
 - that it is just and convenient to make the order in all the circumstances of the case exist which make it just and convenient for the order to be made.

Section 22 notice

13. Before an application for an order under section 24 is made, section 22 of the Act requires the service of a notice which must, amongst other requirements, set out steps for remedying any matters relied upon which are capable of remedy and give a reasonable period for those steps to be taken.
14. The notice dated 23 July 2019 was prepared by the applicants’ solicitors, DWF Law LLP. The 1st respondent was given 30 days to remedy those matters considered capable of remedy, including: breach of the 1st respondent’s repairing obligations under the applicant’s lease, demands for unreasonable service charges and breaches of the RICS Service Charge Residential Management Code.
15. We are satisfied that the notice met the requirements of the Act.

Grounds under the Act including whether it is just and convenient to make an order

16. As set out above, the applicant provided significant evidence of the 1st respondent's failure to comply both with its repairing obligations under both the intermediate lease and the sub-leases and also its statutory service charge obligations. In doing so it has failed to behave as a responsible tenant under the intermediate lease and as a responsible landlord under the five sub-leases. That failure has put both the intermediate lease and the five sub-leases at risk of forfeiture. It is difficult to envisage a more compelling case for the appointment of a manager and in such circumstances we determine that it is just and convenient to make the order.

The proposed manager

17. Ms Mooney confirmed that she was prepared to accept the appointment. Her unchallenged witness statement was included in the hearing bundle. She exhibited her CV, her firm's scale of fees, a draft management plan, details of the team that would be responsible for managing the property and a copy of her professional indemnity insurance policy. She gave satisfactory answers to all our questions.
18. Ms Mooney is highly experienced property manager and has developed a niche practice in managing "*difficult or failing*" properties. She currently manages four properties under tribunal management orders. Her team manages a number of properties in the Pimlico/Belgravia area including one on the Grosvenor Estate. Her firm's fees appear in line with those charged by similar firms in Prime Central London. Her management plan is realistic and achievable. She holds professional indemnity cover in the sum of £4M.
19. In summary we are satisfied that Ms Mooney is a suitable appointee. She told us that it would take about 3 years to implement her management plan. In such circumstances the proposed term of 4 years is reasonable and we adopt it.

The terms of the management order

20. The applicant's solicitor had in advance of the hearing lodged a management order that, with one exception, was said to have been agreed by all the parties and Ms Mooney. As we pointed out at the hearing the tribunal makes the appointment and a management order cannot be agreed or made "*by consent*".
21. That said the "*agreed*" management order is comprehensive and although it contains provisions that would more usually form part of our decision we adopt it with some modifications referred to below.
22. The one point of disagreement related to clause 4. Prior to the hearing we received an email from the 1st respondent's solicitor informing us that the 1st and 3rd respondents (John Noguera) wished to add a rider to clause 4 the effect of which would be that DLL rather than Ms Mooney would be entitled to collect any current arrears of service charges from the sub-lessees. The reason given was that "*that it would be unreasonable not to allow the current managers, DLL, to recover sums that they reasonably incurred during the course of their management of the building*". That said they concluded by saying that they would leave it to us to determine the terms of the order.
23. We reject the proposed rider. To the extent that there are any arrears they should go to Ms Mooney so that she can get on with the essential works that are clearly urgent and result at least in part from the past management failings of DLL. The only possible

justification for the proposed rider is that DLL have incurred costs before receiving service charges from the sub-lessees. If that is the position the nature and extent of the costs should have been explained and justified. Absent such an explanation and justification there are no reasonable grounds for adopting the proposed rider.

24. That issue apart we requested the following alteration to the “*agreed*” management order that were agreed by Mr Palfrey:
- a. The deletion of the preamble that largely replicates elements of this decision; and
 - b. The inclusion of a power and duty to carry out the tenant’s obligations in the intermediate lease as well as the landlord’s obligations in the sub-leases, to limit the possibility of any future forfeiture of the intermediate lease; and
 - c. The removal of the power to receive the ground rents payable by the sub-lessees because the collection of the ground rents is an incidence of the reversion that remains vested in the 1st respondent.
25. Subject to those alterations we approved the draft management order, the final version of which is attached to this decision.

Section 20C and fees

26. The parties had effectively pre-empted our decision by agreeing an order under section 20C, restricting the ability of the 1st respondent to recover its costs through the service charge. Given the 1st respondent’s failings identified above we would in any event have considered it just and equitable for an order to be made in favour of the both the applicant and the outer respondents. Before us the applicant did not seek reimbursement of any tribunal fees.

Name: Judge Angus Andrew

Date: 13 November 2020

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).

IN THE FIRST TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case No. LON/00BK/LAM/2020/004

IN THE MATTER OF SECTION 24 (I) OF THE LANDLORD AND TENANT ACT 1987

AND IN THE MATTER OF 6 West Halkin Street, London SW1X 8JA

B E T W E E N:

VISTRA TRUSTEES LIMITED

Applicant

and

6. 6 WEST HALKIN STREET LIMITED
7. LINDA NETTLETON BEILBY BURGESS
8. JOHN MICHAEL NOGUERA
9. PO KING BETTY CHAN
10. JACK ROBERTSON

Respondents

MANAGEMENT ORDER

Interpretation:

In this Order:

- (a) "Common Parts" means all main entrances, passages, landings, staircases (internal and external) gardens, gates, access yards, roads, footpaths, parking areas and garage spaces (if any) passenger lifts (if any), means of waste disposal (if any) and other areas provided by the Lessor for the common use of residents in the Building and their visitors and not subject to any lease or tenancy of the reversion to which the Lessor is entitled.
- (b) "Superior Lease" means the Underlease dated 16 November 1989 and made between (1) Grosvenor Estate Belgravia and (2) Harcourt Developments Limited.
- (c) "Leases" means the long leases vested in the Lessees of the Flats.
- (d) "Lessee" means a tenant of a dwelling holding under a long lease as defined by

Section 59(3) of the Landlord and Tenant Act 1987 ("the Act").

- (e) "the Manager" means Alison Mooney of Westbury Residential, Suite 2, De Walden Court, 85 New Cavendish Street, London W1W 6XD,
- (f) "the Premises" all that property known as 6 West Halkin Street, London SW1X 8JA
- (g) "the First Respondent" includes any successors in title of the leasehold estate registered under Title Number NGL649094 or any interest created out of the said leasehold title.

IT IS ORDERED THAT

The Manager

1. The appointment of Alison Mooney as Manager (including such functions of Receivers as are specified herein) of the Premises pursuant to S.24 of the Act for a period shall commence on 10 November 2020 and continue for a period of 4 years until 9 November 2024 and is given for the duration of her appointment all such powers and rights as may be necessary and convenient and in accordance with the Leases to carry out the management functions of the First Respondent and in particular:
 - a. To receive all service charges, interest and any other monies payable under the Leases and this Order and any arrears due thereunder, the recovery of which shall be at the discretion of the Manager. For the avoidance of doubt, the current service charge financial year shall continue to 31st December 2020 and thereafter as running from 1 January to 31 December in each year this Order is in place. In addition it shall be open to the Manager to issue a fresh demand for the year commencing 1st January 2020 to include funds for the future maintenance of the Premises and to ensure that there are funds available to cover the insurance of the Premises and to put in place the necessary inspections and reports.
 - b. The power and duty to carry out the obligations of the First Respondent (1) contained in the Leases in particular and without prejudice to the foregoing:
 - i. The First Respondent's obligations to provide services;
 - ii. The First Respondent's repair and maintenance obligations; and
 - iii. The First Respondent's power to grant consent.and (2) as lessee under the terms of the Superior Lease other than the payment of rent
 - c. The power to delegate to other employees of Westbury Residential, appoint solicitors, accountants, architects, surveyors and other professionally qualified persons as they may reasonably require to assist

them in the performance of their functions, and pay the reasonable fees of those appointed.

- d. The power to appoint any agent or servant to carry out any such function or obligation which the Manager is unable to perform herself or which can more conveniently be done by an agent or servant and the power to dismiss such agent or servant.
- e. The power in their own name or on behalf of the First Respondent to bring, defend or continue any legal action or other legal proceedings in connection with the Leases of the Premises including but not limited to proceedings against any Lessee in respect of arrears of service charges or other monies due under the Leases pursuant to paragraph 1(a) of this Order and to make any arrangement or compromise on behalf of the First Respondent. The Manager shall be entitled to an indemnity for both her own costs reasonably incurred and for any adverse costs order out of the service charge account.
- f. The power to commence proceedings or such other enforcement action as is necessary to recover sums due from the First Respondent pursuant to Paragraph 1 (a) of this Order.
- g. The power to enter into or terminate any contract or arrangement and/or make any payment which is necessary, convenient or incidental to the performance of his functions.
- h. The power to open and operate client bank accounts in relation to the management of the Premises and to invest monies pursuant to their appointment in any manner specified in the Service Charge Contributions (Authorised Investments) Order 1998 and to hold those funds pursuant to S.42 of the Landlord and Tenant Act 1987. The Manager shall deal separately with and shall distinguish between monies received pursuant to any reserve fund (whether under the provisions of the lease (if any) or the power given to him by this Order) and all other monies received pursuant to her appointment and shall keep in a separate bank account or accounts established for that purpose monies received on account of the reserve fund.
- i. The power to rank and claim in the bankruptcy, insolvency, sequestration or liquidation of the First Respondent or any Lessee owing sums of money under his Lease.
- j. The power to borrow all sums reasonably required by the Manager for the performance of her functions and duties, and the exercise of his powers under this Order in the event of there being any arrears, or other shortfalls,

of service charge contributions due from the Lessees or any sums due from the First Respondent, such borrowing to be secured (if necessary) on the interests of the defaulting party (i.e., on the leasehold interest of any Lessee, and the leasehold of the Premises in respect of the First Respondent).

- k. The power to raise and maintain a reserve fund.
 - l. The power in respect of the service charge year ending 31 December 2020 to re-open the service charge accounts and to raise any historic service charge demand and/or to produce statements of account allowing for the re-allocation or correction of payments made by any lessee in relation to that service charge year.
 - m. The power to raise quarterly and/or ad hoc service charge demands.
2. The Manager shall manage the Premises in accordance with:
- a. The Directions of the Tribunal and the Schedule of Functions and Services attached to this Order;
 - b. the respective obligations of all parties — landlord and tenant — under the Leases and Transfers and in particular with regard to repair, decoration, provision of services and insurance of the Premises; and
 - c. the duties of managers set out in the Service Charge Residential Management Code (the "Code") or such other replacement code published by the Royal Institution of Chartered Surveyors and approved by the Secretary of State pursuant to S.87 of the Leasehold Reform, Housing and Urban Development Act 1993.
3. From the date of this Order, no other party shall be entitled to exercise a management function in respect of the Premises where the same is a responsibility of the Manager under this Order.
4. From the date of this Order, the First Respondent shall not, whether by itself or any agent, servant or employee, demand any further payments of services charges, administration charges or any other monies from the Lessees at the Premises, such functions having been transferred to the Manager from and including the date of the Tribunal's decision.
5. The First Respondent and the Lessees and any agents or servants thereof shall give reasonable assistance and cooperation to the Manager in pursuance of their duties and powers under this Order and ensure that all financial data necessary for the proper management of the Premises is handed over in a timely fashion,

together with any sums held by Douglas Lyons & Lyons of 33 Kinnerton St, Belgravia, London SW1X 8ED at the expiration of their period of management and shall not interfere or attempt to interfere with the exercise of any of their said duties and powers.

6. Without prejudice to the generality of the foregoing hereof:
 - a. The First Respondent shall permit the Manager and assist her as she reasonably requires to serve upon Lessees any Notices under S.146 of the Law of Property Act 1925 or exercise any right of forfeiture or re-entry or anything incidental or in contemplation of the same.
 - b. The Manager shall be entitled to remuneration (which for the avoidance of doubt shall be recoverable as part of the service charges) in accordance with the Schedule of Functions and Services attached.
7. The Manager shall in the performance of her functions under this Order exercise the reasonable skill, care and diligence to be expected of a manager experienced in carrying out work of a similar scope and complexity to that required for the performance of the said functions and shall ensure she has appropriate professional indemnity cover in the sum of at least £1,000,000 providing copies of the current cover note upon request by any Lessee, the Respondent or the Tribunal.
8. The Manager shall act fairly and impartially in their dealings in respect of the Premises.
9.
 - a. The Manager is directed to register a restriction in Land Registry standard form N against the First Respondent's estate registered under Title Number NGL649094 in the following words: "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by Alison Mooney of Westbury Residential, Suite 2, De Walden Court, 85 New Cavendish Street, London W1W 6XD. The registration fee in respect of such disposition shall be at the reasonable rate of the solicitor so nominated by the Manager for this purpose.
 - b. The Manager shall also register the Order against the above title number in accordance with S.24(8) of the Act.
10. The Manager's appointment shall continue from 10 November 2020 and the duration of his appointment shall be limited to a period until 9 November 2024.
11. The obligations contained in this Order shall bind any successor in title and the existence and terms of this Order must be disclosed to any person seeking to

acquire either a leaseholder interest (whether by assignment or fresh grant) or the First Respondent's leasehold interest.

12. The Manager shall prepare an annual report to reach the Tribunal by the anniversary of his appointment and in each and every year thereafter for the duration of his appointment.

Liberty to apply

13. The Manager may apply to the First-Tier Tribunal (Property Chamber) for further directions in accordance with S.24(4), Landlord and Tenant Act 1987. Such directions may include, but are not limited to:
 - a. Any failure by any party to comply with an obligation imposed by this Order;
 - b. For directions generally;
 - c. Directions in the event that there are insufficient sums held by them to discharge his obligations under this Order and/or to pay his remuneration.
14. It is ordered under s.20(C) of the Landlord and Tenant Act 1985 that the costs incurred in connection with this application are not to be taken into account when determining the amount of service charges payable by any leaseholder.

Dated: 13 November 2020

**SCHEDULE
FUNCTIONS AND SERVICES
Financial Management:**

1. Prepare an annual service charge budget, including an amended one for the year commencing 1st January 2018, administer the service charge and prepare and distribute appropriate service charge accounts to the Lessees as per the proportions under the terms of the Leases.
2. Demand and collect service charges, insurance premiums and any other payments due from the Lessees in the proportions set out in the Leases. Instruct solicitors to recover any unpaid service charges and any other monies due to the First Respondent.
3. Create a form of reserve fund.
4. Produce for inspection (but not more than once in each year) within a reasonable time following a written demand by the Lessees or the First Respondent, relevant

receipts or other evidence of expenditure, and provide VAT invoices (if any).

5. Manage all outgoings from the funds received in accordance with this Order in respect of day-to-day maintenance and pay bills.
6. Deal with all enquiries, reports, complaints, and other correspondence with Lessees, solicitors, accountants and other professional persons in connection with matters arising from the day-to-day financial management of the Premises.

Insurance

7. Deal with and ensure that the Premise is insured in accordance with the Superior Lease between Grosvenor Estate Belgravia ("**the Superior Landlord**") and the First Respondent's predecessor in title, a copy of which is registered under title number NGL649094.
8. Manage and provide all reasonable assistance and co-operation with the Superior Landlord to the management of claims (including, if necessary appointing a broker) under the insurance policy taken out in respect of the Premises.

Repairs and Maintenance

9. Deal with all reasonable enquiries raised by the Lessees in relation to repair and maintenance work, and instruct contractors to attend and rectify problems as necessary.
10. Administer contracts in respect of the Premises and check demands for payment for goods, services, plant and equipment supplied in relation to contracts.
11. Manage the Common Parts and service areas of the Premises, including the arrangement and supervision of maintenance.
12. Carry out regular inspections (at the Manager's discretion but not less than four per year) without use of equipment, to such of the Common Parts of the Premises as can be inspected safely and without undue difficulty to ascertain for the purpose of day-to-day management only the general condition of those Common Parts.

Major Works

13.
 - a. In addition to undertaking and arranging day-to-day maintenance and repairs, to arrange and supervise major works which are required to be carried out to the Premises (such as extensive interior or exterior redecoration or repairs required to be carried out under the terms of the Leases or other major works where it is necessary to prepare a specification of works, obtain competitive tenders, serve relevant notices

on the Lessees and supervise the works in question).

- b. In particular, if this has not recently and satisfactorily been done, to undertake as soon as practicable a full health and safety review to include an asbestos and fire safety survey, an assessment of the electrical supply to the Premises and a structural survey to determine what works of repair may be required and the relative urgency of same.

Administration and Communication

14. Deal promptly with all reasonable enquiries raised by Lessees, including routine management enquires from the Lessees or their solicitors.
15. Provide the Lessees with telephone, fax, postal and email contact details and complaints procedure.
16. Keep records regarding details of Lessees, agreements entered into by the Manager in relation to the Premises and any changes in Lessees.

Fees

17. Fees for the above mentioned management and receiver services (with the exception of supervision of major works) would be a fee of £3,000.00 plus VAT per annum for the first and second years of her appointment from the date of her appointment. Thereafter, until 9 November 2024 the fee shall be £3,105.00 plus VAT per annum. The Manager be at liberty to apportion this management fee across the service charge financial years covering her appointment.

Other fees:

18. Licence for alterations
(Fee met by the lessee concerned) Administration fee of between £150 to £750 (exclusive of VAT) depending on the complexity of the application and the degree of liaison required. Building surveyors fees and legal fees will be charged separately by the professionals concerned.
19. Licence to Assign/Notice of Transfer or Mortgage (if applicable)
(Fee met by the lessee concerned) Administration fee of £115.00 (exclusive of VAT) per notice. Legal fees for the preparation of the documentation will be charged separately by the solicitors concerned.
20. Pre-sale enquiries
(Fee et by the lessee concerned) Our standard fee for the provision of information relating to pre-sale enquiries is £300 (exclusive of VAT). We offer an express service (replies within 24 hours) for an additional £175 (exclusive of VAT). The

information packs that we provide are tailored to the flat in question and include comprehensive replies to all the questions normally raised by solicitors along with all relevant documentation.

21. Credit Control Action (further than standard reminder process)

(Fee met by lessee concerned) Westbury Residential reserve the right to charge on our hourly basis for any additional credit control work required where a leaseholder does not pay their due service charges following the third reminder, including writing further letters, referral to legal action, and attendance at court or Tribunal as and where may be required.

22. Licence to sublet (If applicable)

(Fee met by the lessee concerned) Fee of £150 (exclusive of VAT) for the approval of references and the grant of a formal licence. Renewals to the same tenant charged at £50 (exclusive of VAT)

23. Works Supervision Services

Administration of Major Building Works (this fee includes all relevant site meetings, attendance, inspections, assisting with preparation of specifications, tendering and general contract administration) not to exceed 1% of the contract sum (projects of over £50k) and 2% of the contract sum (projects under £50k). Compliance with CDM Regulations will be arranged via a separate contractor and a fixed fee (or percentage of the contract sum if appropriate) agreed with the Board, Major works are normally defined as those requiring formal consultation with lessees under the Landlord and Tenant Acts.

24. Preparation/Attendance at Court/FTT for Client

Reduced daily rates are available for necessary attendance at Tribunal/Court etc. Preparation in contemplation of action at FTT or for nomination for appointment as manager, fee subject to individual quotation.

25. The undertaking of further tasks which fall outside those duties described above are to be charged separately at the hourly rate of £250.00 plus VAT for the Manager or a principal, £175.00 plus VAT for an Associate, £150.00 plus VAT for a Team Leader, £125.00 plus VAT for a Senior Property/Accounts Manager, £100.00 plus VAT for a Property/Accounts Manager, £75.00.00 plus VAT for an Assistant Property/Account manager and £50.00 plus VAT for an Administrator. Disbursements shall be paid in addition.

26. All fees herein or any of them may be reviewed annually by the Manager. In

default of agreement with the Lessees, the Manager shall be at liberty upon the giving of 14 days written notice to increase the fees as provided for by clause 6 of Westbury Residential standard terms.



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8JA**

Applicant : **Vistra Trustees Limited**

Representative : **DWF Law LLP**

Respondents : **1. 6 West Halkin Street Limited
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Representative : **Kennedys (first respondent)
In person (remaining respondents)**

Type of application : **Appointment of Manager**

Tribunal members : **Judge Angus Andrew
Ms Marina Krisko FRICS**

**Date of correction
certificate** : **29 December 2020**

CORRECTION CERTIFICATE

Certificate

Pursuant to rule 50 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013; and

For the purpose of correcting a clerical error in the Management Order of 13 November 2020; and

At the request of the parties;

The date of 1 January 2018 in paragraph 1 of the Schedule to the Management Order shall be read and construed as 1 January 2020.

Name: Judge Angus Andrew

Date: 29 December 2020