



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

Case reference : **LON/00BK/LAM/2021/0003**

Property : **123 Westbourne Park Road, London
W2 5QL**

Applicant : **Ms Nontuthuzelo Ruth Mokgokong**

Representative : **In person**

Respondent : **Arecourt Limited**

Representatives : **Mr Nicholas Kirby (Director)**

Type of application : **Appointment of a manager**

Tribunal members : **Judge N Hawkes
Mrs A Flynn MA MRICS**

**Date and venue of
London Panel** : **23 September 2022 at 10 Alfred Place,
London WC1E 7LR**

Date of Decision : **3 October 2022**

DECISION

Decisions of the Tribunal

- (2) Mr Lee Gardner of Uniq Block Management Limited is appointed Manager of 123 Westbourne Park Road, London W2 5QL in accordance with the terms of the Management Order below.
- (6) The case management decisions made by the Tribunal are set out in the body of this decision.

The application

1. The Applicant seeks an order appointing Mr Lee Gardner as the Manager of 123 Westbourne Park Road, London, W2 5QL (“the Property”) under section 24 of the Landlord and Tenant Act 1987 (“the 1987 Act”).
2. The Property contains five residential flats. The Applicant is the lessee of the top floor flat at the Property and she states that the top floor flat is a purpose-built flat situated above a period building. The Respondent freehold owner of the Property.
3. Directions were first given in this matter on 18 March 2021.
4. On 24 June 2021, these proceedings were stayed for 6 months by a differently constituted Tribunal and the reasons given for the stay were as follows:

“1. The Respondent is the freehold owner of the subject property, a mid-terrace house converted into 5 flats. The Applicant has a lease of one of those flats.

2. The Applicant alleged that the Respondent’s compliance with the covenants in the lease had been significantly deficient in two respects, namely repairing a leaking roof and arranging for cleaning of the communal parts. She applied for the Tribunal to appoint Mr Ben Shipman AIRPM MIWFM, a block manager with and director of Aston Square Ltd, as the manager of the property in accordance with section 24 of the Landlord and Tenant Act 1987 in order to address these matters.

3. The Tribunal held a hearing by remote video conference. The attendees were:

- The Applicant;*
- Mr Nicholas Kirby, a director of the Respondent company; and*
- Mr Ben Shipman.*

4. *The Tribunal had directed the Respondent to provide details of the other leaseholders so that they could be notified of the proceedings and choose whether or not to participate. There was some delay but this was eventually done. Only one of the other leaseholders responded, Ms Tamsin Roberts-James of Catalyst Housing Ltd, the leaseholder of Flats B and D – by email dated 19th April 2021 she said she is in favour of new managing agents.*

5. *The following were the primary documents available to the Tribunal:*

- *A bundle prepared by the Applicant;*
- *A one-page response from the Respondent;*
- *A one-page reply from the Applicant; and*
- *A witness statement from Mr Kirby.*

6. *Mr Kirby's witness statement is dated 22nd June 2021 and so was provided late. However, it attests to relevant matters which have only happened recently:*

(a) Mr Kirby says that relevant roof works were completed on 10th June 2021 – the Applicant conceded that this is correct;

(b) A new cleaner, Simplicity Services, have taken over from the previous temporary cleaner, Housekeep (who had attended 8 times up to 22nd June 2021) and will attend fortnightly commencing 28th June 2021; and

(c) The Respondent is in the process of appointing a property manager, Warmans Asset Management, who will start on 2nd July 2021 if the Tribunal does not appoint its own manager.

7. *At the hearing, Mr Kirby indicated that he is prepared to talk to Mr Shipman to see about appointing him rather than Warmans.*

8. *While the Applicant has her reservations based on her experience of Mr Kirby's past actions or inactions, she was prepared to talk to Mr Kirby to see if they could agree a way forward. The Tribunal gave them half an hour for discussion.*

9. *The parties returned and jointly sought a stay of 6 months so that the Respondent's new cleaning arrangements could be tested and for the appointment of a managing agent. Mr Kirby and Mr Shipman*

agreed to talk to each other. Mr Shipman said he would be offering the same terms as those which had been proposed to the Tribunal.

10. On that basis, the Tribunal also agreed to the stay. The parties must report back within 6 months whether they wish the proceedings to continue or not.”

5. On 6 December 2021, the proceedings were further stayed until 5 June 2022. The stay was then lifted and the matter proceeded to a final hearing.
6. By an application dated 20 September 2022, which was sent to the Tribunal by email on 21 September 2022, the Respondent applied to rely upon additional documents. The Respondent did not explain in the application form why the application was not made until shortly before the hearing. At the hearing, Mr Kirby stated that he had been unaware that a formal application was needed and that the Respondent was seeking to serve additional evidence in response to issues raised made by the Applicant.
7. The Tribunal notes that paragraph (5) of the Tribunal’s initial directions referred the parties to the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 which sets out the procedure for making applications to the Tribunal.
8. The relevance of the proposed additional documents is not explained in the Respondent’s application form and two of the three attachments to the application (which was sent by email) could not be opened by either the Tribunal or by the Applicant. Accordingly, the Applicant had not had any time in which to consider the proposed additional documents contained in those attachments prior to the hearing. The Respondent did not provide separate hard copies of the proposed additional documents for the Applicant and for the Tribunal at the hearing. In all the circumstances, the Tribunal determined that it would not be fair and just extend time under the Tribunal’s Directions so as to admit the proposed new evidence.

The hearing

9. The final hearing of this matter took place at 10 Alfred Place, London WC1E 7LR on 23 September 2022. The Applicant appeared at the hearing in person and Mr Kirby, who is a Director of the Respondent company, represented the Respondent.
10. The Tribunal heard oral evidence from the proposed manager, Mr Lee Gardner.
11. The Tribunal identified that the issues to be determined in this appointment of manager application are as follows:

- i. Whether a preliminary notice under section 22 of the 1987 Act has been served and, if not, whether service should be dispensed with;
- ii. Whether there are grounds for appointing a manager;
- iii. Whether it is just and convenient to appoint a manager;
- iv. Whether the proposed manager is a suitable appointee; and
- v. The terms of any management order.

The Tribunal's determinations

Service of the preliminary notice

12. It is not in dispute that a notice under Section 22 of the 1987 Act was served by the Applicant on the Respondent.

Whether there are grounds for appointing a manager

13. Section 21(1) of the 1987 Act provides:

21.— Tenant's right to apply to court for appointment of manager.

(1) The tenant of a flat contained in any premises to which this Part applies may, subject to the following provisions of this Part, apply to the appropriate tribunal for an order under section 24 appointing a manager to act in relation to those premises.

14. Section 24(2) of the 1987 Act includes provision that:

24.— Appointment of manager by a tribunal.

...

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

15. In the section 22 notice, the Applicant makes a number of allegations including that the Respondent is in breach of obligations owed under the terms of her lease. These include allegations of breach of repairing covenant.
16. The landlord's covenants at the Sixth Schedule to the Applicant's lease include a covenant:

“(c) If and so long as the Tenant shall pay the Service Charge hereinbefore made payable (including any increase thereof) to provide the Landlords' Services so that the Building shall at all times be maintained decorated and managed in accordance with the principles of good estate management for such high class residential accommodation PROVIDED that the Landlords shall not be responsible or liable in any way whatever for any failure to provide any or all of the Landlords' Services if such failure shall be due either wholly or in part ... to any other cause whatsoever beyond the Landlords' control...”

17. It is common ground that, in December 2019, the Applicant notified the Respondent of water ingress into her flat through the roof of the Property; that the Respondent is responsible for repairing the roof; that the consultation process pursuant to section 20 of the Landlord and Tenant Act 1985 in respect of the proposed major work to the roof to remedy the leak did not commence until January 2021; and that the remedial work to the roof was not completed until June 2021.
18. Mr Kirby submitted that the delay on the part of the Respondent from December 2019 until June 2021 in maintaining the roof of the Property was caused by the covid 19 pandemic and that it was therefore beyond the Respondent's control. However, he did not dispute that building contractors were permitted to work during the pandemic and there is no evidence before the Tribunal that timely attempts were made by the Respondent to approach contractors who then declined to take on work due to the pandemic.
19. In all the circumstances, the Tribunal is satisfied on the balance of probabilities that the Respondent, in breach of the covenant in the Lease which is set out above, failed to maintain and manage the Property in accordance with the principles of good estate management for such high class residential accommodation by failing to maintain the roof of the Property from December 2019 until at least January 2021. Accordingly, there are grounds for appointing a manager.

Whether it is just and convenient to appoint a manager

20. Mr Kirby stated that he has now appointed the Applicant's preferred managing agents to manage the Property. Further, at the request of the Applicant, he has since kept out of the way and has not been involved in managing the Property himself. The Applicant did not dispute this account.

21. The current managing agents were appointed on 30 August 2021 but major works which were outstanding at the date of their appointment have still not commenced. The Applicant gave evidence that she has had to chase the current managing agents and that she has made a formal complaint. She submitted that, looking back over the past 12 months, it is clear that the current managing agents are not managing the Property in accordance with the principles of good estate management. The Applicant stated that she does not work in the field of property and does not know professionals in this field. She found the current managing agents through research.
22. Mr Kirby stated that the delay the part of the managing agents is due to the non-payment of service charges by one of the leaseholders. However, no representative of the current managing agents came to the Tribunal to give evidence or provided a witness statement and there is no documentary evidence that steps have been taken by the managing agents to obtain payment from a defaulting leaseholder.
23. The Tribunal is not satisfied on the balance of probabilities on the basis of the evidence before it that the current managing agents are managing the property in accordance with the principles of good estate management and we find that it is just and convenient to appoint a manager.
24. Over a year after the current managing agents' appointment, major work which was then outstanding remains outstanding. We are not satisfied on the evidence available on the balance of probabilities that there is a good explanation and that any non-paying lessee has been pursued with reasonable diligence. The Tribunal makes no criticism of Mr Kirby as regards these matters; we accept that he simply appointed the current managing agents at the request of the Applicant.

Whether the proposed manager is a suitable appointee

25. Mr Gardner was carefully questioned by the Tribunal with reference to the matters set out in the Appointment of Manager Practice Statement December 2021.
26. During the course of giving evidence, Mr Gardner stated that he understands that a Tribunal appointed manager must act independently and impartially and that, if appointed Manager, his overriding duty would be to the Tribunal rather than to either the Applicant or the Respondent. He understood that, whilst he may use the resources of his company and receive support from others, he would be personally responsible and answerable to the Tribunal as Manager.
27. Mr Kirby indicated that if the Tribunal determined (contrary to his case) that it was just and convenient to appoint a Manager, he had no objection to Mr Gardner being the appointed.

28. Mr Gardner has no previous Tribunal appointments and he stated that Uniq Block Management Limited has been in business for approximately two years. However, Mr Gardner gave evidence that he personally has 22 years' experience in the field of property management we are satisfied that he understands the areas on which he will need to focus and what is expected of him under the terms of the Management Order.

29. In all the circumstances, the Tribunal is satisfied that Mr Gardner is a suitable appointee.

The terms of the Management Order

30. The terms of the Management Order set out below were considered line by line and agreed with Mr Gardner and the parties.

MANAGEMENT ORDER

Interpretation

1. In this Order:

“The Property” means the flats and other premises known as known as 123 Westbourne Park Road, London W2 5QL and registered at HM Land Registry under title number 292481 and shall include all common parts of the building.

“The Landlord” shall mean Acrecourt Limited or their successors in title to the reversion immediately expectant upon the Leases.

“The Tenants” shall mean the proprietors for the time being of the Leases whether as lessee or under-lessee and "Tenant" shall be construed accordingly.

“The Leases” shall mean all leases and/or underleases of flats in the Property.

“The Manager” means Mr Lee Gardner

“The Tribunal” means the First-tier Tribunal (Property Chamber)

ORDER

2. In accordance with section 24(1) of the Landlord and Tenant Act 1987 (“the Act”) Mr Lee Gardner of Uniq Block Management Limited is appointed as Manager of the Property.

3. The Manager’s appointment shall start on **2 November 2022** (“the start date”) and shall end on **31 December 2025** (“the end date”).

4. For the avoidance of doubt this Order supplements but does not displace covenants under the Leases and the Tenants remain bound by them. Where there is a conflict between the provisions of the Order and the Leases, the provisions of the Order take precedence.

5. The purpose of this Management Order is to provide for the management of the Property.

6. The Manager shall manage the Property in accordance with:

- (a) the terms of this Order and the Directions set out below;
- (b) the respective obligations of the Landlord and the Tenants under the Leases whereby the Property is demised by the Landlord (save where modified by this Order);

(c) the duties of a Manager set out in the Service Charge Residential Management Code (“the Code”) (3rd Edition) or such other replacement code published by the Royal Institution of Chartered Surveyors (“RICS”) and approved by the Secretary of State pursuant to section 87 Leasehold Reform Housing and Urban Development Act 1993(whether the Manager is a Member of the RICS or not; and

(d) the provisions of sections 18 to 30 of the Landlord and Tenant Act 1985.

7. From the date this Order comes into effect, no other party shall be entitled to exercise a management function in respect of the Property where the same is the responsibility of the Manager under this Order.

8. The Tribunal requires the Manager to act fairly and impartially in the performance of their functions under this Order and with the skill, care and diligence to be reasonably 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.

8. The Manager or any other interested person may apply to vary or discharge this Order pursuant to the provisions of section 24(9) of the Act.

10. Any application to extend or renew this Order must be made before the end date, preferably at least three months before that date, and supported by a brief report of the management of the Property during the period of the appointment. Where an application for an extension or renewal is made prior to the end date, then the Manager’s appointment will continue until that application has been finally determined.

11. The Manager is appointed to take all decisions about the management of the Property necessary to achieve the purposes of this Order. If the Manager is unable to decide what course to take, the Manager may apply to the Tribunal for further directions, in accordance with section 24(4), Landlord and Tenant Act 1987. Circumstances in which a request for such directions may be appropriate include, but are not limited to:

(a) a serious or persistent failure by any party to comply with an obligation imposed by this Order;

(b) circumstances where there are insufficient sums held by the Manager to discharge their obligations under this Order and/or for the parties to pay the Manager’s remuneration; and

(c) where the Manager is in doubt as to the proper construction and meaning of this Order.

Contracts

12. Rights and liabilities arising under contracts, including any contract of insurance and/or any contract for the provision of any services to the Property, to which the Manager is not a party, but which are relevant to the management of the Property, shall upon the date of appointment become rights and liabilities of the Manager, save that:

(a) the Landlord shall indemnify the Manager for any liabilities arising before commencement of this Order; and

(b) the Manager has the right to decide, in their absolute discretion, the contracts in respect of which they will assume such rights and liabilities, with such decision to be communicated in writing to the relevant parties within 56 days from the date this order.

13. The Manager may place, supervise and administer contracts and check demands for payment of goods, services and equipment supplied for the benefit of the Property.

Pre-contract enquiries

14. The Manager shall be responsible for responding to pre-contract enquiries regarding the sale of a residential flat at the Property.

Legal Proceedings

15. The Manager may bring or defend any court or tribunal proceedings relating to management of the Property (whether contractual or tortious) and, subject to the approval of the Tribunal, may continue to bring or defend proceedings relating to the appointment, after the end of their appointment.

16. Such entitlement includes bringing proceedings in respect of arrears of service charge and rent attributable to any of the Flats in the Property, including, where appropriate, proceedings before this Tribunal under section 27A of the Landlord and Tenant Act 1985 and in respect of administration charges under schedule 11 of the Commonhold and Leasehold Reform Act 2002 or under section 168(4) of that Act or before the courts and shall further include any appeal against any decision made in any such proceedings.

17. The Manager may instruct solicitors, counsel, and other professionals in seeking to bring or defend legal proceedings and is entitled to be reimbursed from the service charge account in respect of costs, disbursements or VAT reasonably incurred in doing so during, or after, this appointment. If costs paid from the service charge are subsequently recovered from another party, those costs must be refunded to the service charge account.

Remuneration

18. The Tenants are responsible for payment of 100 % of the Managers' fees, which are payable under the provisions of this Order but which may be collected under the service charge mechanisms of their Leases

19. The sums payable are:

- (a) an annual fee of £250 per flat for performing the duties set out in paragraph 3.4 of the RICS Code (so far as applicable);
- (b) any additional fees contained in a schedule to this Order for the duties set out in paragraph 3.5 of the RICS Code (so far as applicable); and
- (c) VAT on the above fees.

Ground Rent and Service charge

20. The Manager shall collect the ground rents payable under the residential Leases.

21. The Manager shall collect all service charges and insurance premium contributions payable under the Leases, in accordance with the terms and mechanisms in the Leases.

22. The Manager is entitled to recover through the service charge the reasonable cost and fees of any surveyors, architects, solicitors, counsel, and other professional persons or firms, incurred by them whilst carrying out their functions under the Order.

Administration Charges

23. The Manager may recover administration charges from individual Tenants for their costs incurred in collecting ground rent, service charges and insurance which includes the costs of reminder letters, transfer of files to solicitors and letters before action. Such charges will be subject to legal requirements as set out in schedule 11 of the Commonhold and Leasehold Reform Act 2002. The Details of the fees charged, if applicable, are set out in the Appendix of additional fees.

Disputes

24. In the event of a dispute regarding the payability of any sum payable under this Order by the lessees, additional to those under the Leases (including as to the remuneration payable to the Manager and litigation costs incurred by the Manager), a Tenant, or the Manager, may apply to the Tribunal seeking a determination under section 27A of the Landlord and Tenant Act 1985 as to whether the sum in dispute is payable and, if so, in what amount.

25. In the event of a dispute regarding the payability of any sum payable under this Order by the landlord, other than a payment under a Lease, the Manager or the Landlord may apply to the Tribunal seeking a determination as to whether the sum in dispute is payable and, if so, in what amount.

26. In the event of dispute regarding the conduct of the management of the property by the Manager, any person interested may apply to the Tribunal to vary or discharge the order in accordance with section 24(9) of the Landlord and Tenant Act 1987.

27. In the event of a dispute regarding the reimbursement of unexpended monies at the end of the Manager's appointment, the Manager, a Tenant, or the Landlord may apply to the Tribunal for a determination as to what monies, if any, are payable, to whom, and in what amount.

DIRECTIONS TO LANDLORD

28. The Landlord must comply with the terms of this Order.

29. On any disposition other than a charge of the Landlord's estate in the Property, the Landlord will procure from the person to whom the Property is to be conveyed, a direct covenant with the Manager, that the said person will (a) comply with the terms of this Order; and (b) on any future disposition (other than a charge) procure a direct covenant in the same terms from the person to whom the Property is to be conveyed.

30. The Landlord shall give all reasonable assistance and co-operation to the Manager in pursuance of their functions, rights, duties and powers under this Order, and shall not interfere or attempt to interfere with the exercise of any of the Manager's said rights, duties or powers except by due process of law.

31. The Landlord is to allow the Manager and their employees and agents access to all parts of the Property and must provide keys, passwords, and any other documents or information necessary for the practical management of the Property in order that the Manager might conveniently perform their functions and duties, and exercise their powers under this Order.

32. **Within 30 days** from the date of this Order the Landlord must provide all necessary information to the Manager to provide for an orderly transfer of responsibilities, to include the transfer of:

(a) all accounts, books and records relating to the Property, including a complete record of all unpaid service charges; and

(b) all funds relating to the Property including uncommitted service charges and any monies standing to the credit of a reserve or sinking fund.

DIRECTION TO CHIEF LAND REGISTRAR

33. To protect the direction in paragraph 29 for procurement by the Landlord, of a direct covenant with the Manager, the Registrar is ordered to enter the following restriction in the register of the Landlord's estate under title no 292481. The restriction is to have overriding priority against any search with priority or pending application for a disposition of the registered estate (other than a charge) that has been lodged after 22 February 2021.

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be completed by registration without a certificate signed by the applicant for registration or their conveyancer that the provisions of paragraph 29 of an Order of the Tribunal dated 3 October 2023 have been complied with."

DIRECTIONS TO MANAGER

34. The Manager must adhere to the terms of the Order above.

Registration

35. The Manager must make an application to HM Land Registry for entry of the restriction referred to in paragraph 33, within 14 days of the date of this Order.

Conflicts of Interest

36. The Manager must be astute to avoid any Conflict of Interest between their duties and obligations under this Order, and their contractual dealings. Where in doubt, the Manager should apply to the Tribunal for directions.

Complaints

37. The Manager must operate a complaints procedure in accordance with, or substantially similar to, the requirements of the Royal Institution of Chartered Surveyors.

Insurance

38. The Manager must maintain appropriate building insurance for the Property and ensure that the Manager's interest is noted on the insurance policy.

39. From the date of appointment, and throughout the appointment, the Manager must ensure that he has appropriate professional indemnity insurance cover in the sum of at least £2 million and shall provide copies of the certificate of liability insurance to the Tribunal, and, upon request, to any Tenant or the Landlord. **The Certificate should specifically state that it applies to the duties of a Tribunal appointed Manager.**

Accounts

40. The Manager must:

(a) prepare and submit to the Landlord and the Tenants an annual statement of account detailing all monies receivable, received and expended. The accounts are to be certified by the external auditor, if required under the Leases;

(b) maintain efficient records and books of account and to produce these for inspection, to include receipts or other evidence of expenditure, upon request by the Landlord or a Tenant under section 22 Landlord and Tenant Act 1985;

(c) maintain on trust in an interest-bearing account at such bank or building society, as the Manager shall from time to time decide, into which ground rent, service charge contributions, Insurance Rent, and all other monies arising under the Leases shall be paid; and

(d) hold all monies collected in accordance with the provisions of the Code.

Repairs and maintenance

41. The Manager must:

(a) by **18 October 2022** draw up a planned maintenance programme for the period of the appointment, allowing for the periodic re-decoration and repair of the exterior and interior common parts of the Property, as well as any

roads, accessways, mechanical, electrical and other installations serving the Property, and shall send a copy to every Tenant and to the Landlord;

(b) subject to receiving sufficient prior funds:

(i) carry out all required repair and maintenance required at the Property, in accordance with the Landlord's covenants in the Leases, including instructing contractors to attend and rectify problems, and is entitled to recover the cost of doing so as service charge payable under the Leases or in accordance with the Order.

(ii) arrange and supervise any required major works to the Property, including preparing a specification of works and obtaining competitive tenders.

(c) liaise with all relevant statutory bodies in the carrying out of their management functions under the Order; and

(d) ensure that the Landlord, and the Tenants, are consulted on any planned and major works to the Property and to give proper regard to their views.

42. The Manager has the power to incur expenditure in respect of health and safety equipment reasonably required to comply with regulatory and statutory requirements.

Reporting

43. By no later than six months from the date of appointment (and then annually) the Manager must prepare and submit a brief written report to the Tenants, and the Landlord, on the progress of the management of the Property up to that date, providing a copy to the Tribunal at the same time.

End of Appointment

44. No later than 56 days before the end date, the Manager must:

(a) apply to the Tribunal for directions as to the disposal of any unexpended monies;

(b) include with that application a brief written report on the progress and outcome of the management of the Property up to that date (a "Final Report"); and

(c) seek a direction from the Tribunal as to the mechanism for determining any unresolved disputes arising from the Manager's term of appointment (whether through court or tribunal proceedings or otherwise).

45. Unless the Tribunal directs otherwise the Manager must within two months of the end date:

(a) prepare final closing accounts and send copies of the accounts and the Final Report to the Landlord and Tenants, who may raise queries on them within 14 days; and

(b) answer any such queries within a further 14 days.

46. The Manager must reimburse any unexpended monies to the paying parties, or, if it be the case, to any new Tribunal appointed Manager within three months of the end date or, in the case of a dispute, as decided by the Tribunal upon an application by any interested party.

Schedule of Additional Fees

ADDITIONAL SERVICES	CHARGING BASIS
Advising and providing information on the transfer of leases and responding to pre-contract enquiries.	£300.00. Payable by lessee.
Changes of use and handling requests for any necessary approvals, lease extensions, and variations.	As per the lease (if applicable) £100.00. Payable by lessee.
Dealing with requests for improvements or alterations by leaseholders and related party wall matters.	£300.00. Payable by lessee.
Dealing with major works contracts and s.20 consultation	At 5% of value of works.
Legal recovery of unpaid service charges or ground rents or action for non-compliance with leases including instructing solicitors and preparing for and attending Court/Tribunal.	£100.00 for providing solicitors with information for debt recovery. Payable by lessee.

Name: Judge N Hawkes

Date: 3 October 2022

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).