9269

FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	**LON/00 OOBK/LAM/2013/0002**
Property	:	**Flat 5, Westbourne Terrace London W2 6QE**
Applicant	:	**Mr Olive (Leaseholder)**
Representative	:	**None**
Respondent	:	**92 Westbourne Terrace Limited (Landlord)**
Representative	:	**Mr Wadge (Director of 92 Westbourne Terrace Limited)**
Type of Application	:	**APPLICATION FOR THE APPOINTMENT OF A MANAGER UNDER SECTION 24 OF LANDLORD AND TENANT ACT 1987**
Tribunal Members	:	**Judge Haria** **Mr I Thompson** **Mrs J Hawkins**
Date and venue of Hearing	:	**29 April 2013** **12 June 2013** **10 Alfred Place, London WC1E 7LR**
Date of Decision	:	

DECISION

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Background

1. The Applicant seeks an order appointing a manager under section 24 of the Landlord and Tenant Act 1987 (the "Act").
2. A preliminary notice under section 22 of the Act dated 7 December 2012 was served on the Respondent.
3. The property which is the subject of this application is a one bedroom flat in a Victorian building comprising a total of 13 flats.
4. The Applicant holds a long lease of the property.
5. The Respondent owns the freehold title to the Building in which the property is situated.
6. The Lease requires the Respondent to provide services and the Applicants to contribute towards the cost of the services by way of a service charge.
7. By an application dated 27 December 2012 the Applicant applied to the tribunal for the appointment of a manager under section 24 of the Act.
8. Mr Wadge confirmed that Granville Management had been appointed managing agent's of the Property and Ms Young – Taylor of Granville's appeared at the hearing on their behalf.

Inspection

9. The Tribunal inspected the building and the property on the morning of the 12 June 2013 prior to the reconvened hearing.
10. The property is located at the rear of a large six storey mid terraced building of brick construction with a rendered and painted finish. The property is a converted upper ground floor flat leading off the ground floor communal entrance hall. The building appeared to be externally and internally in reasonable decorative order, although the Tribunal noted some peeling paintwork particularly around the front entrance portico externally and evidence of previous water leaks over the communal entrance door, internally. Resident parking bays are situated in front of the building. The internal communal areas consist of an entrance lobby and staircase with half landings leading to the basement and upper floors, with one passenger lift. Within the basement there is an electrical intake cupboard. At top floor level there is access to the main roof and to a lift motor room. The Tribunal was also invited to inspect the interior of flat 5. Here we noted damp staining in the following locations: ceiling and left hand flank wall to the kitchenette; at ceiling/wall junction within the living room; at ceiling/wall junction in three locations within the bedroom.

Hearing

11. An oral pre-trial review took place on the 5 February 2013 and the matter was set down for a hearing.
12. The first hearing took place at the Tribunal offices at Alfred Place London on the 29 April 2013. The Applicant appeared at the hearing together with Mr Davis. Mr Wadge appeared on behalf of the Respondent. Mr G Betty, the manager proposed by the Applicant, Ms Young- Taylor the current managing agent of 92 Westbourne Terrace also attended the hearing. Mr C

Parry, Mr D Lewis and Mr T Mead also appeared at the hearing as observers.

13. The Tribunal considered it prudent to inspect the building and hear from the proposed managers as to their suitability and examine them as to their qualifications, experience and proposed remuneration amongst other matters and so the Tribunal issued further directions and reconvened on the 12 June 2012.

14. The Applicant and Mr Wadge together with Ms Young- Taylor were present at the inspection.

15. The Applicant, Mr Wadge, Ms Young- Taylor and Mr Betty attended the reconvened hearing.

The grounds for the application

16. The Applicant contends that:

a. the Respondent is breach of the obligations owed to him as tenant under the terms of the Lease, and
b. the Respondent has made unreasonable service charge demands, and
c. the Respondent is in breach of the Code of Practice approved by the Secretary of State under Section 87 Leasehold Reform Housing and Urban Development Act 1993, and
d. there are other circumstances as detailed in his application, statement of case and witness statement whereby it is just and convenient to appoint a manager.

The proposed Manager

17. The Applicant proposed Mr Betty of Gordon & Co (Property Consultants) as Manager and the Respondent opposed the appointment.

18. Mr Wadge on behalf of the Respondent confirmed that in the event the Tribunal was minded to order the appointment of a manager he proposed Ms Young- Taylor of Granvilles be appointed as Manager.

19. Mr Betty and Ms Young – Taylor confirmed that they are each willing to accept an appointment as Manager should the Tribunal order such an appointment.

The Law

20. A leasehold valuation tribunal may, on an application for an order under section 24 of the Act, by order (whether interlocutory or final) appoint a manager to carry out in relation to any premises to which Part II of the Act applies:

(a) such functions in connection with the management of the premises, or
(b) such functions of a receiver,

or both, as the tribunal thinks fit.

Such an order may be made only where the tribunal is satisfied that one or more of the circumstances set out in section 24(2) of the Act exist and only, in each case, where the tribunal is satisfied that it is just and

convenient to make the order in all the circumstances of the case.

Section 24(2) of the Act provides that the leasehold valuation tribunal may only make an order under this section in the following circumstances, namely:

(a)where the tribunal is satisfied—

(i)that any relevant person either is in breach of any obligation owed by him to the tenant under his tenancy and relating to the management of the premises in question or any part of them or (in the case of an obligation dependent on notice) would be in breach of any such obligation but for the fact that it has not been reasonably practicable for the tenant to give him the appropriate notice, and

(ii).....

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

(ab)where he tribunal is satisfied—

(i)that unreasonable service charges have been made, or are proposed or likely to be made, and

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

(ac)where the tribunal is satisfied—

(i)that any relevant person has failed to comply with any relevant provision of a code of practice approved by the Secretary of State under section 87 of the Leasehold Reform, Housing and Urban Development Act 1993 (codes of management practice), and

(ii)that it is just and convenient to make the order in all the circumstances of the case; or

(b)where the tribunal is satisfied that other circumstances exist which make it just and convenient for the order to be made.

Evidence

Applicants Case:

21. The Applicant relies on his statements of case and witness statement including photographs and supporting documents as well as his submissions at the hearings in support of his claim. In addition the Applicant relies on witness statements of Mr Davies and Mr Betty.

22. The Applicant states that all flats apart from two are sublet and the leaseholders do not live in the building so their primary concern is to keep the service charges low and health and safety is a secondary concern. The Applicant acknowledged that 11 out of 13 leaseholders had written stating that they did not support the appointment of a manager but he states that their only motive in maintaining the status quo was to keep the costs down.

Landlord in breach of obligations owed to tenant under the Lease:

23. **The Roof**: The Applicant claims the Respondent is in breach of the Lessors covenants under clauses 5(v) and 7(i) of the Lease. The Applicant claims that his property had suffered damage due to rain water ingress

from the roof. The Applicant contends that the Respondent initially did not acknowledge that there was any problem with leaks and was slow to accept the cause of the problem was the roof. He claims the Respondent undertook inadequate repairs to the roof which failed to resolve the problem. The Applicant accepts that the Respondent has now begun the process of replacement of the roof and has served a S. 20 Notice.

24. The Applicant states that he first noticed the problem in July 2012 when he undertook refurbishment works in his flat and took the ceiling down and discovered long term leakage into the joists. He detailed the efforts made by Mr Davies and himself to contact Mr Wadge by telephone and in writing. The Applicant claims Mr Wadge blocked Mr Davies' phone calls and his own call went through to voicemail and was later also blocked. The Applicant admits that Mr Wadge did contact the Police regarding the phone calls but states that the Police informed them that they had the right to inform the manager of any issue with the building. The Applicant states that Mr Davies wrote to Mr Wadge and produced copies of the letter together with a copy of the quotation sent to Mr Wadge. The Applicant claims Mr Wadge ignored the correspondence and approximately two weeks later contacted him to state that their builder would be attending the property to undertake an inspection. The Applicant claims that Mr Wadge due to pressure from both Westminster Council and from himself finally instructed Mr Sheraton -Davis a Chartered Building Surveyor who inspected the property on 6 March 2013 and produced a report.

25. **Insurance:** The Applicant claims the Respondent is in breach of the provisions of Paragraph 2 of the Fourth Schedule of the Lease which imposes restrictions on the property and prohibits any act or thing which may render void or voidable or may vitiate or prejudicially affect any insurance policy of the property or building. The Applicant claims the Respondent has refused to make a claim on the building insurance policy to pay for the redecoration of the property following the water damage, and he contends that the poor maintenance of the building by the Respondent may have resulted in any claim on the insurance policy being invalidated.

26. **Heating**: The Applicant claims that the Respondent is in breach of the Lessor covenants clause 5 of the Lease as his requests to extend the heating times to cover cold snaps have been ignored even though the Lease requires that the Respondent maintain a "normal temperature".

The Landlord has made unreasonable service charges:

27. The Applicant claims that the Respondent undertook works to the front elevation of the building without any s.20 consultation and that the cost of these works was recovered through the service charge.

28. The Applicant claims the repair works to his roof could have been avoided had the Respondent taken the correct advice and during the summer months and re-felted the roof. The Applicant claims it is unreasonable of the Respondent to seek to recover these costs through the service charge.

29. The Applicant alleges that the Respondent acted unreasonably and issued service charge demands without the Tenants Rights and Obligations and pursued the non payment of the service charge by instructing a solicitor.

The Landlord is in breach of the Code of Practice approved by the Secretary of State under Section 87, Leasehold Reform, Housing and Urban Development Act 1993:

30. **False Reports and Door lock:** The Applicant claims the Respondent has written false allegations which have been broadcast to others regarding the reports of water leaks and a report of a faulty front door lock. He claims that in addition the Respondent has tried to charge him if any visit from a contractor results in no evidence of a water leak. He claims the Respondent has failed to comply with the RICS code of conduct.

Other circumstances:

31. **Risk assessments**: The Applicant claims the Respondent has failed to carry out a yearly risk assessment on the common parts of the building, the smoke alarm system is not hard wired, there is poor signage and there are no emergency lights or hand rails in the communal stairwell. He claims that some parts of the communal stairs have no natural light and are plunged into darkness when the lights which are on timer switches go out. The Applicant accepts that the Respondent has recently attempted to remedy the problem following the issue of the preliminary notice and complaints to Westminster Council, although he contends the works are substandard.

32. The Applicant refers to the replies to preliminary enquires raised by his solicitor in January 2007 prior to his purchase of the property and the ensuing correspondence, in response to which Mr Wadge confirmed that he intended to carry out the fire safety and asbestos surveys in 2007. The Applicant states that he was appalled to note that the recent risk assessment revealed that there are no records of any previous health and safety risk assessment, fire risk assessments, inspection of the communal boiler, electrical and gas intakes and the lift. He stressed the importance of a decent fire safety system especially in a large period building with a heavy timber frame. He pointed out that at the end of February 2013 there was a fire in a similar building in Gloucester Terrace.

33. The Applicant points out that the Respondent failed to reveal to the Tribunal the Enforcement Notice dated 12 March 2013 served by the London Fire Brigade, and the Applicant produced a copy.

34. The Applicant is concerned that the failure by the Respondent to undertake the risk assessments may invalidate the building insurance policy.

35. The Applicant produced a letter from the Environmental Health Enforcement Officer of Westminster City Council threatening the service of an enforcement notice as they have received no information from Mr Wadge following their inspection on the 30 May as to what remedial works are proposed to rectify the damp identified in the property and the common parts.

36. **Accounts**: The Applicant claims the Respondent did not respond to a request in accordance with section 22 of the Act from the Applicant to inspect the company accounts from 2010 to 2011. The Applicant confirms that he has now received the final accounts but he states he wanted to see the original receipts as there has been a charge for an annual lift inspect in the service charge but the health and safety assessment revealed that there was no record of such an inspection.

37. **Shareholding:** The Applicant claims the Applicant has breached various provisions of the Companies Act 2006 in relation to the transfer of its shares.

Respondents Case

38. The Respondent relies on his statements of case and witness statement including supporting documents as well as his submissions at the hearings in support of his claim. In addition the Respondent relies on witness statements of Mr Carl Perry and Mr John Lambie.

39. Mr Wadge states that until Christmas he was managing the building and he was assisted by an agent who looked after the financial side. The agent dealing with the financial matters retired, and so the Directors decided to appoint Sinclairs (now known as Granvilles) to assist with the management of the building. He states that it is intended to delegate more management tasks to Granvilles over time, but currently they are dealing with the service charges and matters such as Section 20 notices. He produced a copy of the management agreement which provides for a full management service but at the moment he has not delegated all the management responsibilities to Granvilles. He claims that the lessees are aware that if there is a maintenance issue with the building they need to contact him in the first instance and if he is not available then they should contact Granvilles. Ms Young – Taylor confirmed that they had written to all leaseholders upon being appointed.

40. Mr Wadge states that he is a chartered engineer and was a chief engineer with a large international design and construction contractor for the oil industry. He states he has been a landlord for over 25 years. He states he has owned a flat in the building for 40 years and knows all the owners of the flats.

41. Mr Wadge also relies on the written responses received form 11 out of the 13 lessees stating that they do not support the appointment of a manager.

Landlord in breach of obligations owed to tenant under the Lease:

42. **The Roof**: The Respondent relies on the witness statement of Mr Lambie their builder in relation to the reports of roof leaks and the action taken. It is admitted that on the 17 July Mr Davies reported a leak from the ceiling of the property. The Respondent's builder Mr Lambie visited the property on the 27 July and found no evidence of a leak as the ceiling had been replaced and painted and tested dry. On 31 July Mr Lambie applied Isoflex polymer coating on the roof above the area of the leak and carried out a test of the area on the 15 August and again on the 4 September and found the area to be dry. The Respondent claims that during August the Applicant sent 10 emails reporting leaks into his lounge but when Mr Lambie visited the flat on the 20 August he could see no sign of a leak. On the 30 August Mr Lambie undertook a full meter check and could not find any damp, further meter readings were taken on the 4 September and no damp was found. On the 26 September the Applicant reported several areas of staining to the ceiling so on the 28 September, Isoflex was applied to the parapet wall on two sides, and a test on the 2 October under the sealed parapet wall was dry. On 17 October reported further leaks and an inspection was undertaken on 24 October where damp patches were seen on the ceiling and walls on areas that had tested dry the week before. A new leak was reported on the 5 November but tested dry on the 9 November. A full damp survey was undertaken on 13 December with one

exception the remainder of the flat tested dry. The Respondent claims Mr Davies sent at least 20 emails and copied most of the flat owners detailing allegations of leaks and negligence by the Respondent.

43. The Respondent instructed Mr Sheraton -Davis a Chartered Building Surveyor who inspected the property on 6 March 2013 and produced a report. The Respondent relies on this report and contends that the down-lighters in the ceiling of the property are probably the main cause of the condensation and that hoods should have been fitted to the tops of the down-lighters to prevent warm air entering the void above the ceiling and condensing.

44. Mr Wadge explained that he had received around 80 or 90 emails from the Applicant and Mr Davies up to June and constant telephone calls from them some of which were aggressive and abusive and so he informed the police who warned the Applicant and Mr Davies. He states that as a result he blocked calls from them but they are able to contact him by email and he monitors his emails 7 days a week, they have the builder Mr Lambie's number and he is on call 24/7.

45. The Respondent has agreed to resurface the flat roof, waterproof the damp patch to the SE corner of the lounge using sand and cement and redecorate the internal areas of the property that have been affected.

46. Miss Young- Taylor confirms that they are proposing covering the existing roof as replacing the roof would be expensive and cause massive disruption to the occupiers of the flat below. She confirms a Section 20 Notice has been sent out around the 7 or 8 June.

47. **Insurance:** The Respondent denies refusing to make a claim on the building insurance policy to pay for the redecoration of the property following the water damage. The Respondent states that the Applicant was provided the details of the building insurance company contact on the 18 October, and Mr Davies contacted the broker who advised that a claim could not be made until the cause of the damp was found and repairs made. The Respondent states that after the property tested dry in September 21021 they offered to redecorate but Mr Davies wanted the whole property redecorated, but the insurance company had advised Mr Wadge that they would only pay for making good of the damp stains and not the redecoration of the whole property.

48. **Heating**: The Respondent states the heating is operated for 18 hours a day in the winter from 0300 hours to 1200 hours and again from 1500 hours to 2400 hours. The Respondent argues that to increase the heating times would substantially increase the gas bill, this is the smallest flat in the building and originally it had two large radiators in the lounge but the Applicant appears to have removed one of the radiators without notifying the Respondent. The Respondent contends that as a result the heating to the lounge has been halved. Mr Wadge states that he changes the setting on the heating according to the weather and it has been on full winter setting when it has been cold even outside the winter months. He states that property was built as an extension in the 1970's and it is exposed on three sides, the previous leaseholder asked that we look at the heating and it was concluded that the lounge required another radiator.

The Landlord has made unreasonable service charges:

49. The Respondent states that Section. 20 consultation notices were sent out on 15 May 2011 and the works started on 8th August during which the

pediments were found to be structurally unsound and beyond repair, the estimated cost of replacement was £7128 and no other specialist contactor could be found at short notice so the work was given to the contractor already on site.

50. The Respondent denies that they refused to renew the roof covering but states that this would have required a full Section 20 Consultation which would have taken at least 3 months and so they took a practical approach to identify and stop the leaks. He rejects the claim that the money spent on repairs was wasted.

51. The Respondent denies it acted unreasonably in instructing solicitors to pursue the non payment of the service charge.

The Landlord is in breach of the Code of Practice approved by the Secretary of State under Section 87, Leasehold Reform, Housing and Urban Development Act 1993:

52. False Reports and Door lock: The Respondent rejects the allegation that it has written false allegations regarding the Applicant's reports of water leaks and a report of a faulty front door lock. The Respondent states that it felt it had to respond to the numerous emails sent by the Applicant to the other flat owners accusing the Respondent of negligence.

Other circumstances:

53. Risk assessments: The Respondent states that in December 2012 the building was fitted with an emergency lighting system and in November 2012 10 year smoke detectors were installed.

54. The Respondent confirms that a fire risk assessment and asbestos survey was carried out in February by 4Site Consulting, and most of the recommendations including modifications to the fire doors and changes to signage have been carried out. Mr Wadge states that the ordinary staircase lighting was replaced as the 3ft fluorescent lights are now obsolete and the electrician advised that the lights are replaced. He states that the handrails have been installed to the specification approved by the fire inspector employed by the Fire Brigade.

55. The Respondent produced copies of the inspection certificates inspection for the boiler, and lift.

56. The Respondent states that the Applicant campaigned for a Grade A fire panel alarm system to be fitted in the building and called the Fire Brigade who requested a Grade A system. The Respondent states the system would cost £10,000 to install plus £1,000 annual maintenance charges. 4Site Consulting state that in their experience a Grade A system is only required for commercial premises such as offices and hotels. 4Site are liaising with the Fire Brigade to resolve the issue.

57. Accounts: The Respondent produced a copy of a letter dated 25 August 2012 sent in response to the Applicant's request for accounts offering to provide copies of the accounts.

58. Shareholding: The Respondent submits that these issues are outside the jurisdiction of the Tribunal.

The Tribunal's decision

59. The Tribunal having considered the oral and written submissions made by the parties and also having inspected the building and the

property is not satisfied that it is just and convenient to make the order in all the circumstances of the case. Accordingly the Tribunal does not appoint a manager.

60. The Tribunal is not required to appoint a manager but has the power to do so.

61. Mr Wadge admitted that there had been breaches of management obligations but the Tribunal noted that progress had been made in addressing the issues. The Tribunal felt assured that the appointment of Granvilles to manage the building and the delegation over time of full management of the building to Granvilles was a positive and prudent step which would lead to improvements in the management of the building.

62. The Tribunal noted that Mr Wadge has been a lessee of the building for a number of years and has also been responsible for the management of the building for many years. The Tribunal was concerned that Mr Wadge was reluctant to delegate full responsibility for the management of the building to Granvilles, but felt that this did not warrant the appointment of a manager.

63. Of all the issues raised the most serious issue in the opinion of the Tribunal was the delay in arranging a fire risk assessment and implementing its recommendations. The Tribunal noted the fire risk assessment was undertaken in February and most of the recommendations have now been implemented. There is a fire alarm as well as smoke detectors installed in the building, in view of the estimated cost of a hard wired system it is prudent of the manager to take specialist advice as to whether such a system is absolutely necessary.

64. Upon inspection of the building the Tribunal found it to be generally well maintained and in reasonable decorative order. It is accepted that there were deficiencies in the emergency lighting in the stairwell and the signage but these have been improved. There is still a fire exit sign directing people to escape to the roof when in fact there is no escape from the roof, this is a matter that can be put right easily and quickly. The common parts of the building were clean and appeared to be well maintained. The Tribunal's impression of the building on inspection was that it appeared to be well maintained and managed although the Tribunal appreciates that some of the improvements had been made due to the pressure from the Applicant, Westminster City Council and the fire brigade as well as the application to the Tribunal.

65. The Tribunal noted that the majority of leaseholders did not support the appointment of a Manager. The explanation offered by the Applicant for this is only one of a number of possible explanations for the lack of support for the application.

66. Accordingly taking all the circumstances into account the Tribunal is not satisfied that it is just and convenient to make the order.

Section 20C of the Act: Limitation of service charges in relation to the costs of the proceedings

67. The Applicant made an application under section 20(c) of the Landlord and Tenant Act 1985. The Applicant relies on the grounds of this application in support of the fact that the property has been mismanaged by the Respondent.

68. The relevant provisions of section 20(c) of the Act provides:

" (1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court or leasehold valuation tribunal, ...are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

(2) The application shall be made.....

(b) in the case of proceedings before a leasehold valuation tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any leasehold valuation tribunal;.....

(3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances."

69. The Respondent objected to the Section 20C application.

70. The Tribunal may make such order on the application as it considers just and equitable in the circumstances.

71. His Honour Judge Michael Rich QC in The Tenants Of Langford Court v Doren Limited[2001] EW Lands LRX 37 2000 considered the principles upon which discretion under Section 20(c) should be exercised and said:

" In my judgement the only principle upon which the discretion should be exercised is to have regard to what is just and equitable in all the circumstances. The circumstances include the conduct and circumstances of all parties as well as the outcome of the proceedings in which they arise ..... there is no automatic expectation of an Order under s.20C in favour of a successful tenant, although a landlord who has behaved improperly or unreasonably cannot normally expect to recover his costs of defending such conduct.

In my judgement the primary consideration that the LVT should keep in mind is that the power to make an order under s.20C should be used only in order to ensure that the right to claim costs as part of the service charge is not used in circumstances that make its use unjust. Excessive costs unreasonably incurred will not, in any event, be recoverable by reason of s.19 of the Landlord and Tenant Act 1985 .....Section 20C is a power to deprive a landlord of a property right. If the landlord has abused its rights or used them oppressively that is a salutary power, which may be used with justice and equity; but those entrusted with the discretion given by s. 20C should be cautious to ensure that it is not itself turned into an instrument of oppression."

72. Any order under Section 20(c) would inevitably result in the Respondent being unable to recoup the cost of these proceedings as a service charge. In this case the Applicant leaseholder has not succeeded in the Application, although the Applicant was justified in submitting the application, since then progress has been made on the issues raised and it seems that this will continue. Given the circumstances in this case the tribunal does not consider an order under Section 20(c) to be just and equitable.

Reimbursement of fees

73. Regulation 9(1) of the Leasehold Valuation Tribunals (Fees)(England) Regulations 2003(The Fees Regulations") provides that, subject to paragraph (2) , in relation to any proceedings in respect of which a fee is payable under the Regulations a tribunal may require any party to the proceedings to reimburse any other party to the proceedings for the whole or part of any fee paid by him in respect of the proceedings.

74. Regulation 9(2) provides that a Tribunal shall not require a party to make such reimbursement if, at any time the tribunal is considering whether or not to do so, the tribunal is satisfied that the party is in receipt of any of the benefits ,the allowance or a certificate mentioned in regulation 8(1).

75. The Applicants applied for a reimbursement of £350 in respect of the application fees and £150 for the hearing fee on the same basis as the application under Section 20(c). The Respondent objected on the same basis.

76. The Tribunal is of the view that the Applicants had little choice but to make the application to the Tribunal to resolve the problems with the management of the property and determines that Respondent shall reimburse the Applicants the sum of £500 in respect of the fees paid.

Name: N Haria **Date:** 30 August 2013