



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

**Case reference** : LON/00AS/LVM/2017/0009

**Property** : 24 Coldharbour Lane, Hayes,  
Middlesex, UB3 3EW

**Applicant** : Ms S Idili (Leaseholder Flat 24A)

**Representative** : In person

**Respondent** : Mr S Padhani (Landlord)  
Mrs A Lewis (Leaseholder Flat 24B)

**Representative** : In person

**Interested Person** : Mr L Freilich (current Tribunal  
appointed manager)

**Type of application** : Variation (extension) of an order  
for appointment of a manager.

**Tribunal members** : 1. Mr N Martindale FRICS  
2. Mr R Shaw FRICS

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

**Date of directions** : 4 September 2017

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**DECISION**

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**DECISION**

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## **Decision of the tribunal**

- (1) The application for the variation (time extension) of the Tribunal order of appointment of the existing manager Mr Laurence Freilich of 24 Coldharbour Lane, Hayes UB3 3EW ("the Property") under section 24 of the Landlord and Tenant Act 1987 (the "Act"), is refused.

## **Background**

- (2) The property comprises a ground floor shop with a flat on the first floor and another on the second floor, over the shop. The landlord trades from the shop and is ground landlord for the two flats above. Owing to historic problems in the management by the landlord, of the common parts of the property, the Tribunal appointed a manager under a management order. The period for the appointment ran for approximately two years until 19 July 2017 inclusive.
- (3) On 19 June 2017 there was a directions hearing to manage the current application for variation. The application was to extend the existing arrangement for a further 12 months at least, so that Mr Freilich could deal with the snagging period for the external refurbishment/redecoration works that had been completed. The existing manager indicated a willingness to continue but the landlord and the other leaseholder objected.
- (4) The directions were issued on 19 June 2017. They required particularly that the existing manager attend the hearing of the Tribunal to consider the application. The directions required that: The applicant prepare a bundle by 28 June 2017; the existing manager prepare a brief report about the management of the property during his period of appointment and deal with complaints and issues raised by the landlord; and the respondent landlord and other leaseholder prepare their bundle in response by 7 July 2017 including an expanded statement confirming whether or not the extension of the appointment of the manager was still opposed.
- (5) None of the parties followed the directions. No bundles were received from either the applicant, or either respondent. No report or response was received by the Tribunal from the existing manager.

## **Hearing**

- (6) The hearing was attended by the applicant, with a friend Mr Lazard observing, and by the respondent landlord. Neither were represented. The other respondent and the appointed manager did not attend.
- (7) The Tribunal heard from the applicant in person. She was unable to explain why she had not complied with the directions, save that the existing Tribunal appointed manager had not provided any report for the hearing and was not attending. She was accordingly discontent.

- (8) The Tribunal heard from the respondent landlord. He was very concerned about and unhappy with the work of the existing appointed manager and in particular about the continuing absence of accounting information. Also for the withholding of payment of service charges over the considerable expenditure incurred on common parts of the building during his tenure. The landlord gave assurances that an historic issue over building insurance had now been dealt with by him. He acknowledged that his expertise did not lie in managing buildings of this nature and that he had now found another manager to run the building for him if management reverted to him from 20 July 2017 onwards.

### **Decision and reasons**

- (9) The Tribunal refuses to extend or vary the management order. The appointment therefore ended on 19 July 2017. The Tribunal announced this decision orally, at the end of the hearing on the day.
- (10) None of those involved followed the directions, which had been issued, in order to assist the Tribunal at this hearing in coming to a decision. It was therefore left to the Tribunal to base its decision on the very slim oral submissions made to them by the applicant and the landlord respondent in person.
- (11) The Tribunal concluded that on a balance of probabilities based on the limited information available to it, the current arrangement was not operating satisfactorily for the leaseholders and landlord and should not be prolonged. Accordingly from 20 July 2017 onwards responsibility for management of the property reverts to the control of the landlord. Whilst he is not bound to appoint another manager he did undertake to the Tribunal that he would appoint a professional management company to do so. The Tribunal does not require or direct him to follow this up, but he is encouraged to do so promptly.
- (12) The Tribunal requires that the appointed manager Mr Freilich within 28 days of the date of this decision:
- (13) Prepare a final manager's report to leaseholders and landlord on his work in the management of this property; prepare full service charge accounts for the period of his appointment including a closing statement of account.
- (14) Return to the leaseholders the balance of any service charge monies held by the manager, with a statement showing how the sums returned are reached, starting with an opening balance and ending with a closing balance and showing all transactions in between;
- (15) Provide a full copy of his management file to the landlord with all related documentation, including certificates, contracts, commissions and receipts.

**Name: Neil Martindale**

**Date: 5 September 2017**