



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

Case reference : **LON/00AW/LAM/2020/0019**

**HMCTS code
(paper, video,
audio)** : **V: CVP REMOTE**

Property : **178 Holland Road, London W14 8AH**

Applicant : **Ms C Heathcote-Drury**

Representative : **In person**

Respondent : **178 Holland Road Management Ltd**

Representatives : **Mr M Ciampi and Dr A Chaherli**

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

Tribunal members : **Judge N Hawkes
Mrs S Redmond BSc (Econ) MRICS
Mr J Francis QPM**

**Dates and venue of
London Panel** : **1, 2 & 3 February 2021 10 Alfred
Place, London WC1E 7LR**

Date of Decision : **26 February 2021**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote video hearing which has been consented to by the parties. The form of remote hearing was V: CVP REMOTE. A face-to-face hearing was not held because it was not practicable. The documents that the Tribunal was referred to are in a digital bundle of 790 pages provided by the Applicant and in a digital bundle of 1022 pages (including the report of Mr Rumun BSc (Hons) MRICS) provided by the Respondent, the contents of which we have noted. The orders made are described below.

Decisions of the Tribunal

- (1) The Tribunal orders that the service of a preliminary notice under section 22 of the Landlord and Tenant Act 1987 is dispensed with.
- (2) Mr Richard Davidoff MIRPM is appointed Manager of 178 Holland Road, London W14 8AH, in accordance with the terms of the Management Order below.
- (3) The Tribunal does not make an order under rule 13 of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013 requiring the Respondent to pay the Applicant's costs of instructing Mr Bond BSc Hons Dip HE ARCH MFPWS MRICS in connection with these proceedings.
- (4) The Tribunal makes an order under section 20C of the 1985 Act, so that the Respondent may not pass any of its costs incurred in instructing Mr Rumun BSc (Hons) MRICS in connection with the proceedings to the Applicant through the service charge.
- (5) The Respondent is ordered to reimburse the Tribunal fees paid by the Applicant.
- (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 Richard Davidoff MIRPM as the Manager of 178 Holland Road, London W14 8AH ("the Property") under section 24 of the Landlord and Tenant Act 1987 ("the 1987 Act").
2. The Property is a five-storey end of terrace house which has been converted into eight flats. The Applicant is the lessee of the basement flat at the Property. The Respondent is the lessee-owned freeholder of the building.

3. Directions were given on 22 October 2020 by Judge Nicol at an oral case management hearing. This case management hearing was attended by the Applicant in person, accompanied by a solicitor who was assisting her, and by Dr Chaherli and Mr Ciampi on behalf of the Respondent.

The hearing

4. A remote video hearing took place in this matter on 1, 2 and 3 February 2021. The hearing was attended by the Applicant in person and by Mr M Ciampi and Dr A Chaherli, directors of the Respondent company, on behalf of the Respondent.
5. The Tribunal heard oral evidence of fact on the issue of service of the preliminary notice from the Applicant and from Mr M Ciampi and Dr A Chaherli.
6. The Tribunal heard oral expert evidence from:
 - i. Mr R Bond BSc Hons Dip HE ARCH MFPWS MRICS on behalf of the Applicant; and
 - ii. Mr A Rumun BSc (Hons) MRICS on behalf of the Respondent.
7. The Tribunal also heard oral evidence from the proposed manager, Mr Richard Davidoff MIRPM.
8. 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.
9. There are numerous issues in dispute between the parties going back many years which the Tribunal declined to consider on the grounds that time was limited and it was not necessary to do so in order to

determine this application. The parties may wish to take independent legal advice concerning any matters which are outside the scope of this decision and concerning the cost effectiveness of pursuing them.

The Tribunal's determinations

Service of the preliminary notice

10. Section 22 of the 1987 Act includes provision that:

22.— Preliminary notice by tenant.

(1) Before an application for an order under section 24 is made in respect of any premises to which this Part applies by a tenant of a flat contained in those premises, a notice under this section must (subject to subsection (3)) be served by the tenant on—

(i) the landlord, and

...

(3) The appropriate tribunal may (whether on the hearing of an application for an order under section 24 or not) by order dispense with the requirement to serve a notice under this section on a person in a case where it is satisfied that it would not be reasonably practicable to serve such a notice on the person, but the court may, when doing so, direct that such other notices are served, or such other steps are taken, as it thinks fit.

11. There is a dispute of fact concerning whether the section 22 notice relied upon by the Applicant was served on the Respondent company.
12. The Tribunal heard oral evidence of fact from the Applicant that she sent copies of the section 22 notice to three directors of the Respondent company, Mr Ciampi, Dr Chaherli, and Mr Ghuman who did not attend the Tribunal hearing.
13. The Applicant produced certificates of posting and confirmed that she had sent copies of the section 22 notice to the correct addresses. She relied upon documentary evidence that the copy of the section 22 notice sent to Mr Ghuman had been signed for. She also produced documentary evidence that the copies sent to Mr Ciampi and Dr Chaherli had been "Refused - returned to sender", which may occur when the recipient is not at home at the time of delivery and does not collect the item from the Royal Mail or arrange a redelivery within 18 days. Dr Chaherli and Mr Ghuman gave oral evidence that they did not receive these copies of the notice.
14. The day after the Tribunal had heard oral evidence from both parties concerning the issue of service, the Respondent's representatives sought to adduce further evidence on this issue. This included written evidence from Mr Ghuman to the effect that he had moved home due to a divorce and that his ex-wife may have signed and received the

envelope containing the section 22 notice but, if so, she had failed to forward it to him.

15. The Tribunal declined to allow this late evidence to be admitted. No satisfactory explanation was given as to why the proposed new evidence had not been served by 11 December 2020, in accordance with the Directions of Judge Nicol dated 22 October 2020. Further, it would not have been fair or proportionate to reopen the issue of service after the oral evidence concerning this issue had been concluded.
16. The Tribunal accepts on the balance of probabilities the evidence of the Applicant that she sent copies of the preliminary notice to each of the three directors of the Respondent company, correctly addressing the correspondence to the addresses which she had for the directors and prepaying the relevant postage charges.
17. The Tribunal is also satisfied that that the preliminary notices sent to Mr Ciampi and Dr Chaherli, in respect of which the relevant correspondence was labelled “Refused - returned to sender” by the Royal Mail were not received by Mr Ciampi and Dr Chaherli and that the presumption of service (see section 7 of the Interpretation Act 1978) has been rebutted. The Tribunal was informed by Dr Chaherli that his address is the address of the Respondent company, and this assertion was not challenged.
18. However, the Tribunal is satisfied that service should be dispensed with. By posting the preliminary notice to the addresses which she had for the three directors, one of which is the address of the company, the Applicant took all reasonable steps to serve the section 22 notice. On the basis that the section 22 notice was nonetheless not received at the Respondent’s address, the Tribunal finds it was not reasonably practicable to serve the Respondent company.
19. The Respondent’s representatives have been aware of the section 22 notice since at least the date of the case management hearing which took place on 22 October 2020. Both parties accept that the Property is in need of significant maintenance and that it has required maintenance for a considerable period of time. The Respondent’s representatives do not assert that there has been any prejudice in their conduct of the proceedings but rather they accept that the issue concerning service of the preliminary notice is a “technical” one. Accordingly, having considered all of the circumstances, the Tribunal determines that it will exercise its discretion to order that service of a preliminary notice is dispensed with.

Whether there are grounds for appointing a manager

20. 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.

21. 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;

22. In the section 22 notice, the Applicant makes numerous 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.

23. The landlord's covenants at the Fifth Schedule to the Applicant's lease include a covenant:

"2. To inspect maintain repair redecorate and when necessary rebuild or renew:

(a) the exterior of the Building described in the First Schedule;

(b) as appropriate all those parts of the retained premises first described in the Second Schedule.

24. The Tribunal heard oral expert evidence from Mr Bond BSc Hons Dip HE ARCH MFPWS MRICS on behalf of the Applicant and from Mr Rumun BSc (Hons) MRICS on behalf of the Respondent.

25. Mr Rumun's expert report, which is dated 26 January 2021, was served out of time and the Tribunal heard argument concerning whether or not it should be admitted in evidence. The Respondent's representatives stated that they had delayed in producing the report because they were hoping that the Applicant would grant Mr Rumun access to her garden to enable him to carry out a more thorough inspection than in fact took place.

26. The Tribunal noted that the Respondent's representatives could have sought an extension of time before the time provided for in the Directions of Judge Nicol had expired and that they left it until the week before the hearing to serve their expert's evidence. However, having regard to the importance of the expert evidence in this case and to the fact that Mr Bond would nonetheless have had sufficient time to consider Mr Rumun's report before he gave evidence, the Tribunal exercised its discretion to extend time for service in order to enable Mr Rumun's report to be admitted in evidence.
27. Mr Rumun informed the Tribunal that his instructions were limited to inspecting the rear of the Property and that he had not anticipated being called to give expert evidence. Both experts gave evidence that significant maintenance and repair is required to the rear of the Property, although the precise nature and extent of the work is not agreed. Mr Rumun declined to consider in any detail the condition of the front façade because this matter was outside the scope of his instructions.
28. Mr Bond gave evidence that the front façade of the Property has not been adequately maintained and that, on 2 July 2020, he personally observed pieces of masonry falling from a height onto the pavement and onto Applicant's front accessway. He gave oral evidence that falling masonry is caused by inadequate decoration cycles that he has seen photographic evidence showing that further masonry fell from the front façade in the week before the hearing.
29. The Applicant referred the Tribunal to notices served on the Respondent by the Royal Borough of Kensington and Chelsea requiring work to be carried out to the Property and it is in fact common ground that the exterior and common parts of the Property have not been adequately maintained, repaired or redecorated (although there is considerable disagreement concerning the reasons for this with the parties seeking to blame each other).
30. Having carefully considered the evidence we heard and the documents to which we were referred, the Tribunal is satisfied, in particular, that the front façade of the Property requires maintenance, repair and redecoration. The Tribunal finds that the current condition of the front façade is in breach of clause 2(a) of the Fifth Schedule to the Applicant's lease. This alone is sufficient to satisfy the requirement at section 24(2)(a)(i) of the 1987 Act.

Whether it is just and convenient to appoint a manager

31. It is common ground that relations between the parties to these proceedings have broken down and that the front exterior, rear exterior and common parts of the Property are all in need of maintenance,

although the precise nature and scope of the work required is not agreed. The Respondent's representatives refer in their Statement of Case to work which has been outstanding for over 5 years.

32. As indicated above, there is considerable disagreement between the parties as to the reasons why this situation has arisen and Mr Ciampi and Dr Chaherli stressed that they do not accept that they are personally at fault. However, in their closing submissions they helpfully and constructively agreed that, if their technical challenge to the service of the preliminary notice was unsuccessful, a management order should be made.
33. Having regard to the matters set out above and to all of the expert evidence which it heard, the Tribunal finds that it is just and convenient to make a Management Order.

Whether the proposed manager is a suitable appointee

34. Mr Davidoff was carefully questioned by the Tribunal and by the parties. He stressed that he would seek to 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.
35. After having heard Mr Davidoff give evidence, Mr Ciampi and Dr Chaherli informed the Tribunal that if Mr Davidoff were appointed, he would have their full support and cooperation.
36. The Tribunal is satisfied that Mr Davidoff has suitable qualifications and relevant experience; that he understands what will be involved in managing the Property; and that he has the skills and resources to take on this role.
37. In all the circumstances, the Tribunal is satisfied that Mr Davidoff is a suitable appointee.

The terms of the management order

38. The terms of the Management Order set out below were considered line by line by Mr Davidoff together with the Tribunal. Mr Davidoff confirmed to the Tribunal that he would be happy to manage the Property in accordance with these terms. The terms of the Management Order emphasise Mr Davidoff's independence and impartiality.
39. A question was raised concerning whether Mr Davidoff should instruct either party's expert to act in connection with the Property going forward. Mr Bond expressed concern regarding a potential conflict of interest and Mr Rumun was of the view that it would be necessary for both parties to agree to such an instruction.

40. Each party made it clear that they did not agree to the use of the other party's expert going forward. Accordingly, and in order to ensure that the terms of the Management Order are neutral, the order includes provision that any surveyor and/or other expert and/or contactor instructed by the Manager shall not have previously been instructed by either the Applicant or the Respondent.
41. The Applicant asked the Tribunal to instruct the Manager to carry out an investigation into financial issues which arose prior to the date of his appointment. Any such investigation would not be covered by the basic management fee and so would potentially be at significant expense to the lessees. Mr Davidoff confirmed that he would be happy not to pursue historic issues.
42. The Tribunal has received a disproportionate amount of correspondence and documentation from both parties concerning issues which the Tribunal did not need to consider in order to determine this application. There is a real risk that, if tasked with carrying out an investigation into past issues, this would take a disproportionate amount of the Manager's time to the detriment of his role in seeking to ensure that the Property is well-managed going forward. Further, any conclusions reached by the Manager would not, in any event, have the status of findings of a Court or Tribunal.
43. In all the circumstances, the Tribunal is not satisfied that the Management Order should include a term requiring the Manager to carry out the proposed financial investigation, if the Tribunal has a discretion to include such a term (the Applicant did not produce any authority precisely on point).

Additional evidence

44. Both parties wished to call additional witnesses of fact (there were originally ten potential witnesses of fact in total) and the Applicant made an application to adduce expert accounting evidence out of time.
45. The Tribunal declined to hear the additional evidence of fact and refused the Applicant's application to call expert accounting evidence because the Tribunal already had sufficient evidence before it to fairly and justly determine this application. We note that there would have been insufficient time available to hear the evidence which the parties wished to call without exceeding the time estimate for the hearing.

Section 20C and refund of fees

46. At the end of the hearing, the Applicant applied for an order under section 20C of the Landlord and Tenant Act 1985 ("the 1985 Act")

requiring the Respondent to pay the fees of the Applicant's expert, Mr Bond.

47. This appears to be a misunderstanding of section 20C of the 1985 Act. Section 20C provides that a tenant may make an application for an order that all or any of the costs *incurred by the landlord* in connection with proceedings before a Residential Property 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.

48. In essence, the Applicant complains of unreasonable conduct. Accordingly, the Tribunal has considered whether it should make an order requiring the Respondent to pay the Applicant's costs of Mr Bond pursuant to Rule 13(1)(b) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013 ("the 2013 Rules") which provides so far as is material:

(1) The Tribunal may make an order in respect of costs only—

(b) if a person has acted unreasonably in bringing, defending or conducting proceedings in—

...

(ii) a residential property case.

49. In considering the Applicant's request, the Tribunal has had regard to its overriding objective and, in particular, to *Willow Court Management Ltd v Alexander* [2016] UKUT 290 (LC); [2016] L. & T.R. 34, in which the Upper Tribunal gave guidance concerning the approach that a Tribunal should take when determining a rule 13(1) application. The Tribunal notes that lack of success does not, of itself, justify making an order. Further, even if satisfied that there has been unreasonable conduct, the Tribunal retains a discretion as to whether or not to make a costs order.

50. The Tribunal is not satisfied that it should exercise its discretion, if any, to make an order under rule 13(1) of the 2013 Rules in the circumstances of the present case. Both the Applicant and the Respondent's representatives are litigants in person who are unfamiliar with Tribunal proceedings. Both parties have attempted to serve late evidence, have engaged in extensive correspondence, and have had difficulty in focussing on the relevant issues both prior to and during the hearing. The Tribunal has spent a similar amount of time seeking to ensure that each party conducts their case in a proportionate manner. Weighing up all of these factors, overall, the position of the parties is relatively evenly balanced.

51. Having considered all of the circumstances of this case, including the nature and extent of both parties' correspondence with the Tribunal, the Tribunal does not order the Respondent to pay the Applicant's costs of instructing Mr Bond pursuant to rule 13(1) of the 2013 Rules.
52. However, having considered all of the circumstances of this case, the Tribunal finds that it is just and equitable for an order to be made under section 20C of the 1985 Act, so that the Respondent may not pass any of its costs incurred in instructing Mr Rumun in connection with the proceedings before the Tribunal to the Applicant through the service charge.
53. The Tribunal notes, in particular, that the application has been successful and that the appointment of a Manager is likely to facilitate the improved management of the Property for the benefit of all parties. The appointment of a manager could have been agreed without making any concessions concerning the reasons why the Property is in a state of disrepair. For these reasons, the Tribunal makes an order under section 20C of the 1985 Act in respect of Mr Rumun's fees and also makes an order under section 13(2) of the 2013 requiring the Respondent to reimburse the Tribunal fees paid by the Applicant.
54. The Tribunal has no jurisdiction over company law matters and these cost orders do not affect any obligations which the Applicant may have as a shareholder in the Respondent company.

MANAGEMENT ORDER

1. In accordance with section 24(1) of the Landlord and Tenant Act 1987 ("the Act") Mr Richard Davidoff FNAEA MARLA is appointed as Manager of 178 Holland Road, London, W14 8AH ("the Property").
2. The appointment shall start on 26 February 2021 ("the start date") and shall end on 26 February 2024 ("the end date").
3. The Manager shall manage the Property in accordance with the duties of a manager set out in the Service Charge Residential Management Code, 3rd Edition ("the RICS Code") or such other replacement code published by the Royal Institution of Chartered Surveyors and approved by the Secretary of State pursuant to section 87 Leasehold Reform Housing and Urban Development Act 1993.
4. The Manager must perform his/her duties under this Order independently, and has an overriding duty to this Tribunal.
5. From the date of the appointment and throughout the appointment the Manager shall ensure that s/he has appropriate professional indemnity

cover in the sum of at least £1,000,000 and shall provide copies of the current cover note upon a request being made by any lessee of the Property, the Respondent or the Tribunal.

6. That no later than four weeks after the date of this order the parties to this application shall provide all necessary information to and arrange with the Manager an orderly transfer of responsibilities. No later than this date, the Applicants and the Respondent shall transfer to the Manager all the accounts, books, records and funds (including, without limitation, any service charge reserve fund).
7. The rights and liabilities of the Respondent arising under any contracts of insurance, and/or any contract for the provision of any services to the Property shall upon 26 February 2021 become rights and liabilities of the Manager.
8. The Manager shall be entitled to remuneration (which for the avoidance of doubt shall be recoverable as part of the service charges of leases of the Property) in accordance with the Schedule of Functions and Services attached.
9. By no later than 26 February 2022, the Manager shall prepare and submit a brief written report for the Tribunal on the progress of the management of the property up to that date, providing a copy to the lessees of the Property and the Respondent at the same time.
10. Within 28 days of the conclusion of the management order, the Manager shall prepare and submit a brief written report for the Tribunal, on the progress and outcome of the management of the Property up to that date, to include final closing accounts. The Manager shall also serve copies of the report and accounts on the lessor and lessees, who may raise queries on them within 14 days. The Manager shall answer such queries within a further 14 days. Thereafter, the Manager shall reimburse any unexpended monies to the paying parties or, if it be the case, to any new Tribunal-appointed Manager, or, in the case of dispute or if an alternative direction is sought, as decided by the Tribunal upon application by any interested party.
11. The Manager shall have power to delegate to employees of ABC Estates who are under his direct supervision and to appoint external solicitors, accountants, architects, surveyors and other professionally qualified persons as he may reasonably require to assist him in the performance of his functions.
12. The Manager shall as soon as practicable instruct a surveyor to report on the condition of the Property and to set out a plan for the maintenance and repair of the Property, in accordance with the lessees' leases.
13. Any surveyor and/or other expert and/or contactor instructed by the Manager shall not have previously been instructed by either the Applicant or the Respondent.

14. The Manager shall register this Order against the registered title to the property in accordance with section 24(8) of the Act.
15. 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 and the Manager is entitled to apply to the Tribunal for further directions.
16. Any application to extend or renew this Order should be made at least 3 months before the end date and must include a report of the management of the Property during the period of the appointment to the date of the application.
17. The Manager is granted the following functions and owes the following duties relating to the management of the Property.

SCHEDULE OF FUNCTIONS AND SERVICES

Insurance

- (i) Maintain appropriate building insurance for the Property.
- (ii) Ensure that the Manager's interest is noted on the insurance policy.
- (iii) If the Manager considers it necessary to use a loss assessor in respect of a large insurance claim, he shall apply to the Tribunal for further directions.

Service charge

- (i) Prepare an annual service charge budget, administer the service charge and prepare and distribute appropriate service charge accounts to the lessees.
- (ii) Demand and collect service charges (including contributions to a sinking fund), insurance premiums and any other payment due from the lessee from the date of this order.
- (iii) Instruct solicitors to recover unpaid administration charges and service charges which fall due from the date of order. The conduct, rights and liabilities of the Respondent in the in any such claims are vested in the Manager to be dealt with in his absolute discretion subject only to the terms of this Management Order and any legal proceedings shall be brought in the name of "Mr Richard Davidoff in his capacity as First-tier Tribunal Appointed Manager".
- (iv) Place, supervise and administer contracts and check demands for payment of goods, services and equipment supplied for the benefit of the Property with the service charge budget.
- (v) The Manager shall have the right to treat the service charge financial year as commencing on the date of this Order and ending

on 31 December 2021 and thereafter as running from 1 January to 31 December in each year this Order is in place.

Accounts

- (i) Prepare and submit to the Respondent and lessees an annual statement of account detailing all monies received and expended from the date of the Manager's appointments. The accounts to be certified by an external auditor, if required by the Manager.
- (ii) Maintain efficient records and books of account and comply with sections 21 and 22 of the Landlord and Tenant Act 1985 as if the word "manager" were substituted for the word "landlord".
- (iii) Maintain on trust an interest-bearing account/s at such bank or building society as the Manager shall from time to time decide, into which service charge contributions and any other monies arising under the leases shall be paid.
- (iv) All monies collected will be accounted for in accordance with the accounts regulations as issued by the Royal Institution for Chartered Surveyors.

Maintenance

- (i) Deal with routine repair and maintenance issues and instruct contractors to attend and rectify problems. Deal with all building maintenance relating to the services and structure of the Property.
- (ii) The consideration of works to be carried out to the Property in the interest of good estate management and making the appropriate recommendations to the Respondent and the lessees.
- (iii) The setting up of a planned maintenance programme to allow for the periodic re-decoration and repair of the exterior and interior common parts of the Property.

Fees

- (i) Fees for the abovementioned management services will be a basic fee of £450 + VAT per annum per flat. Those services to include the services set out in the Service Charge Residential Management Code published by the RICS.
- (ii) Major works carried out to the Property (where it is necessary to prepare a specification of works, obtain competitive tenders, serve relevant notices on lessees and supervising the works) will be subject to a charge of 10% of the cost if the work is carried out in-house and otherwise will subject to a charge of up to 15% of the cost. This includes the professional fees of an architect, surveyor, or other appropriate person in the administration of a contract for such works.

- (iii) An additional charge for dealing with solicitors' enquiries on transfer and will be made on a time related basis by the outgoing lessee.
- (iv) The recovery of outstanding service charge monies shall give rise to an administration charge payable by the defaulting lessee on a time related basis.
- (v) VAT is to be payable on all the fees quoted above, where appropriate, at the rate prevailing on the date of invoicing.
- (vi) The preparation of insurance valuations and the undertaking of other tasks which fall outside those duties described above are to be charged for a time related basis.
- (vii) The hourly rates to be applied when work is carried out in-house on a time related basis in accordance with the provisions of this order are £50 for an administrator, £75 for a junior property manager, £100 for a senior property manager, £75 for junior accounts staff, £100 for senior accounts staff, £150 for the head of department and £250 for the Manager.

Complaints procedure

- (i) The Manager shall operate a complaints procedure in accordance with or substantially similar to the requirements of the Royal Institution of Chartered Surveyors.

Disputes

- (i) In the event of a dispute regarding the payability of a service charge a lessee, or the Manager, is entitled to pursue an application to this Tribunal under section 27A of the Landlord and Tenant Act 1985.
- (ii) In the event of a dispute regarding the payability of an administration charge a lessee, or the Manager, is entitled to pursue an application to this Tribunal under Schedule 11 to the Commonhold and Leasehold Reform Act 2002.
- (iii) In the event of a dispute regarding the payability of any sum payable under this Order, rather than under a residential lease (including as to the remuneration payable to the Manager and litigation costs incurred by the Manager), a lessee, or the Manager, may apply to the Tribunal seeking a determination as to whether the sum in dispute is payable and, if so, in what amount.

Name: Judge N Hawkes

Date: 26 February 2021

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).