



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

**Case reference** : **LON/00BJ/LRM/2021/0012  
P:PAPERREMOTE**

**Property** : **131 Plough Road, London SW11 2BJ**

**Applicant** : **131 Plough Road RTM Company  
Limited**

**Representative** : **Jobsons Solicitors**

**Respondent** : **Sapphire Asset Management  
Limited**

**Representative** : **Eagerstates Limited**

**Type of application** : **Application in relation to the denial  
of the Right to Manage**

**Tribunal members** : **Mrs E Flint FRICS**

**Date and venue of  
hearing** : **13 September 2021  
Remote on the papers**

**Date of decision** : **13 September 2021**

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**DECISION**

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This has been a remote hearing on the papers which has been consented to by the Applicant and not objected to by the Respondent. The form of remote hearing was P:PAPERREMOTE. A face to face hearing was not held because it was not practicable, no-one requested the same, and all the issues could be determined on the papers. The documents that I have been referred to are in an electronic bundle of 133 pages, the contents of which I have recorded. The order made is described below.

### **Decision of the tribunal**

The tribunal determines that the Applicant is entitled to acquire the Right to Manage the property known as 131 Plough Road London SW11 2BJ.

### **The application**

1. The tribunal has received an application under section 84(3) of the Commonhold and Leasehold Reform Act 2002 (the “**Act**”)
2. By a claim notice dated 26 January 2021 the Applicant gave notice that it intended to acquire the right to manage the property known as 131 Plough Road, London SW11 2BJ (the “**Property**”) on 3 June 2021.
3. By counter notice dated 1 March 2021 the Respondent disputed the claim alleging that by reason of sections 73(2), 79(3), 79(6), 79(8), 80(5), 80(7), 80(8), 80(9) and 81(3) of the Act the applicant was not entitled to acquire the right to manage the premises specified in the notice.
4. Following an oral case management conference, it was agreed by the parties that the correct Respondent was Sapphire Asset Management Limited. Directions dated 4 May 2021 provided for this matter to be considered by way of a paper determination unless either party requested an oral hearing. The only matter for determination was whether the applicant was entitled to acquire the right to manage the premises specified in the notice. The directions provided for the application to stand as the applicant’s statement of case with the respondent making a statement in reply and the applicant having an opportunity to make a supplemental reply.

### **The respondent’s case**

5. The respondent made written submissions opposing the right to manage. The respondent stated that it was unsure of the basis of the applicant’s case. The claim notice was addressed to Peter Chuter t/as Sapphire Asset Management, not the freeholder company which has no association with Mr Chuter. The freeholder is Sapphire Asset

Management. The notice has been served on the wrong landlord and is must fail.

### **The Applicant's submissions in reply**

6. The applicant made the following submissions in the applicant's supplementary statement of case:
7. The notice was served on James Laurence Limited, the registered freeholder at the date of claim together with all possible equitable landlords. James Laurence Limited had asked the managing agents to confirm to the applicant's solicitors the name of the new landlord however no response had been forthcoming. It had been agreed at the case management conference that Sapphire Asset Management Limited was the correct respondent. The notice had been served on the respondent at its registered address, a copy was included in the bundle notwithstanding that it had been entitled to rely on the Land Registry title.
8. The Claim Notice was served on all possible landlords by both first and signed for post. Three claim notices were served on Eagerstates addressed to Sapphire, Assethold and Eagerstates none were returned as undelivered. The identity of the landlord was unclear. The service charge demand from Eagerstates Limited dated 7 December 2020 stated that the freeholder was Sapphire Asset Management i.e. an unregistered entity; not Sapphire Asset Management Limited.
9. The applicant was of the opinion that it was odd that the only claim notice referred to by the respondent was the one which was addressed to Mr Chuter t/as Sapphire Asset Management, the only one served on an incorrect landlord.

### **Reasons for the tribunal's decision**

10. The Tribunal determines that the Applicant is entitled to acquire the Right to Manage the Property; the Claim Notice was served on all the parties required by the Act including the registered freeholder, the agreed respondent and the managing agent. The Tribunal noted that the respondent's representative referred in its submissions to the name of the freeholder incorrectly as Sapphire Asset Management.

### **ANNEX - RIGHTS OF APPEAL**

- i. 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.

- ii. 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.
- iii. 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.
- iv. 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.

**Name:** Evelyn Flint

**Date:** 13 September 2021

## **APPENDIX**

### **Commonhold and Leasehold Reform Act 2002**

#### **79 Notice of claim to acquire right**

(1) A claim to acquire the right to manage any premises is made by giving notice of the claim (referred to in this Chapter as a “claim notice”); and in this Chapter the “relevant date”, in relation to any claim to acquire the right to manage, means the date on which notice of the claim is given.

(2) The claim notice may not be given unless each person required to be given a notice of invitation to participate has been given such a notice at least 14 days before.

(3) The claim notice must be given by a RTM company which complies with subsection (4) or (5).

(4) If on the relevant date there are only two qualifying tenants of flats contained in the premises, both must be members of the RTM company.

(5) In any other case, the membership of the RTM company must on the relevant date include a number of qualifying tenants of flats contained in the premises which is not less than one-half of the total number of flats so contained.

(6) The claim notice must be given to each person who on the relevant date is—

(a) landlord under a lease of the whole or any part of the premises,

(b) party to such a lease otherwise than as landlord or tenant, or

(c) a manager appointed under Part 2 of the Landlord and Tenant Act 1987 (c. 31) (referred to in this Part as “the 1987 Act”) to act in relation to the premises, or any premises containing or contained in the premises.

(7) Subsection (6) does not require the claim notice to be given to a person who cannot be found or whose identity cannot be ascertained; but if this subsection means that the claim notice is not required to be given to anyone at all, section 85 applies.

(8) A copy of the claim notice must be given to each person who on the relevant date is the qualifying tenant of a flat contained in the premises.

### **80 Contents of claim notice**

(1) The claim notice must comply with the following requirements.

(2) It must specify the premises and contain a statement of the grounds on which it is claimed that they are premises to which this Chapter applies.

(3) It must state the full name of each person who is both—

(a) the qualifying tenant of a flat contained in the premises, and

(b) a member of the RTM company, and the address of his flat.

(4) And it must contain, in relation to each such person, such particulars of his lease as are sufficient to identify it, including—

(a) the date on which it was entered into,

(b) the term for which it was granted, and

(c) the date of the commencement of the term.

(5) It must state the name and registered office of the RTM company.

(6) It must specify a date, not earlier than one month after the relevant date, by which each person who was given the notice under section 79(6) may respond to it by giving a counter-notice under section 84.

(7) It must specify a date, at least three months after that specified under subsection (6), on which the RTM company intends to acquire the right to manage the premises.

(8) It must also contain such other particulars (if any) as may be required to be contained in claim notices by regulations made by the appropriate national authority.

(9) And it must comply with such requirements (if any) about the form of claim notices as may be prescribed by regulations so made.

### **81 Claim notice: supplementary**

(1) A claim notice is not invalidated by any inaccuracy in any of the particulars required by or by virtue of section 80.

(2) Where any of the members of the RTM company whose names are stated in the claim notice was not the qualifying tenant of a flat contained in the premises on the relevant date, the claim notice is not invalidated on that account, so long as a sufficient number of qualifying tenants of flats contained in the premises were members of the company on that date; and for this purpose a “sufficient number” is a number (greater than one) which is not less than one-half of the total number of flats contained in the premises on that date.

(3) Where any premises have been specified in a claim notice, no subsequent claim notice which specifies—

(a) the premises, or

(b) any premises containing or contained in the premises,

may be given so long as the earlier claim notice continues in force.

(4) Where a claim notice is given by a RTM company it continues in force from the relevant date until the right to manage is acquired by the company unless it has previously—

(a) been withdrawn or deemed to be withdrawn by virtue of any provision of this Chapter, or

(b) ceased to have effect by reason of any other provision of this Chapter.