



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

**Case reference** : **LON/00AP/LRM/2014/0016**

**Property** : **160 Ferme Park Road, London N8  
9SE**

**Applicant** : **160 Ferme Park Road RTM  
Company Ltd**

**Representative** : **Urban Owners Limited**

**Respondent** : **Assethold Limited**

**Representative** : **Conway & Co Solicitors**

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

**Tribunal members** : **Judge O'Sullivan**

**Date and venue of  
hearing** : **10 Alfred Place, London WC1E 7LR**

**Date of decision** : **6 November 2014**

---

**DECISION**

---

## **Decisions of the tribunal**

The tribunal determines that the Applicant acquired the Right to Manage the property known as 160 Ferme Park Road, London N8 9SE on 1 September 2014.

## **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 24 April 2012 the Applicant gave notice that it intended to acquire the right to manage the property known as 160 Ferme Park Road, London N9 9SE (the "Property") on 1 September 2014.
3. By counter notice dated 22 May 2014 the Respondent disputed the claim alleging that the counter notice (a) did not comply with the requirements about the form of claim notices as prescribed by the regulations made in accordance with sections 80(9) of the Act and (b) did not contain the particulars required by section 80(8) of the Act.
4. Directions were made dated 27 June 2014 for this matter to be considered by way of a paper determination and the matter was accordingly considered on 6 November 2014.

## **The Respondent's case**

5. The Respondent made written submissions dated 30 June 2014 and 14 October 2014.
6. The Respondent relies on the provisions of section 80(8) of Chapter 1 of Part 2 of the Commonhold and Leasehold Reform Act 2002. This provides that the claim notice must contain such other particulars as required by regulation made by the appropriate national authority being the Right to Manage (Prescribed) Particulars and Forms (England) Regulations 2010. Section 80(9) requires that in addition the claim notice must comply with such requirements about the form of claim notices as may be prescribed by the Regulations. Paragraph 8 of the regulations provides that the claim notices shall be in the form set out in Schedule 2 to the Regulations.
7. It is the Respondent's case that the claim notice fails to comply with the form of claim notices and contain the requisite particulars as it has not been properly signed. The notice was signed by its company secretary, Urban Owners Limited. An individual has given what appears to be a

personal signature on behalf of Urban Owners Limited. As Urban Owners Limited is a company the Respondent says it can only sign a document in one of the methods prescribed by the Companies Act 2006, i.e. by affixing its common seal, by the signature of two authorised signatories or by one director in the presence of a third party who attests the signature.

8. Both parties rely on the decision of the Upper Tribunal in three cases all considered at the same time references (2014) UKUT 0397, LRX/25/2013, LRX/81/2013 and LRX/87/2013.
9. The Respondent says that this decision confirms at paragraphs 48-52 that the provisions of the Companies Act 2006 apply to the signature of the claim notices. The Respondent agrees that it was found that an individual with authority could sign the claim notice but that would apply only if the signature was given by an individual. The Respondent says that a finding of fact would need to be made as to the intended signature of the claim notice. If an individual then anyone with authority of the company could sign. If however the document is signed by a company the Respondent says that the provisions of the Companies Acts 2006 as to signature would apply.
10. It is said by the Respondent that the signature in this case is clearly expressed to be made on behalf of a Company as it is signed "*On behalf of Urban Owners Limited, acting as Company Secretary*". On this basis the Respondent says it can be distinguished from the cases in the Upper Tribunal. It is said that this was an attempt by the company, Urban Owners Limited, to sign the document and thus required valid execution under the provisions of the Companies Act 2006.
11. For the above reasons the Respondent denies that the Applicant required the Right to Manage.

### **The Applicant's case**

12. The Applicant made written submissions together with a witness statement of Jeremy Capps of the Right to Manage Company dated 6 October 2014.
13. The Applicant also relies on the decisions of the Upper Tribunal referred to above in cases LRX/25/2013 and LRX/81/2013.
14. The Applicant says that the decision of the Upper Tribunal makes it clear that it is not necessary for a claim notice to be signed in the manner prescribed by section 44 of the Companies Act 2006. The Applicant submits that the decision of the Upper Tribunal was that as long as the individual signing the claim notice is doing so with the authority of the RTM Company the Act has been complied with.

15. The Applicant relies on a signed witness statement of Jeremy Capps dated 6 October 2014, a director of the RTM Company. This confirms at paragraph 2 that the signatory to the claim notice, Stephen Charles of Urban Owners, has the authority of the RTM Company to sign all RTM related paperwork on behalf of the RTM Company.
16. The Applicant submits that in the circumstances sections 80(8) and 80(9) have been complied with.

### **The tribunal's decision**

17. The tribunal finds that the Applicant acquired the Right to Manage the Property on 1 September 2014.

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

18. The claim notice in this case was signed in the following format as follows;

“Signed by authority of the company –

[Manuscript signature of Mr Charles]

S Charles on behalf of Urban Owners Ltd, Company Secretary

19. The tribunal does not agree that the reference to the signature being “*on behalf of Urban Owners Ltd*” is fatal to the Right to Manage. In this regard the tribunal relies on the decision of the Upper Tribunal at paragraph 56 where it is said “*If the signature was that of the secretarial company there would have been no need for Mr Joyner to give his own name or state that he was a director of that Company. An informed reader of the claim notice would also know that Mr Joyner’s signature alone could not be the signature of the secretarial company and would understand it to be the signature of Mr Joyner himself. Section 44 not having been complied with the claim notices must either be treated as valid, by virtue of Mr Joyner’s signature and the authority he held on behalf of the RTM companies or they must be treated as waste paper. I am satisfied that the requirement that a claim notice must be signed by someone who in fact had the authority of the company and as an authorised member or officer was satisfied in these circumstances.*”
20. Further when considering the Elim Court case the Upper Tribunal went on to comment at paragraph 57 “*In the Elim Court case the position is a little more complicated because the words which appear after Mr Joyner’s name are “RTMF Secretarial, Secretary”. It is less easy to regard those words as a description of Mr Joyner himself and they*

*suggest he was signing it as a representative of RTMGF Secretarial. As Mr Joyner's signature neither purported to be that of a company nor could as a matter of law be that of a company I accept Mrs Mossop's argument that the claim notice was in fact signed by an individual, Mr Joyner, who was an authorised member or officer of the RTM Company, authorised to give the claim notice on its behalf."*

21. Mr Charles signed the claim notice using his own name. It is not disputed by the Respondent that Mr Charles had authority to sign claim notices on behalf of the RTM Company.
22. Following the reasoning set out in paragraphs 55-58 of the Upper Tribunal decision referred to above the tribunal does not consider that by virtue of the reference to Urban Owners Mr Charles' signature was prevented from being an effective signature by a person with authority to sign the claim notice. Mr Charles' signature neither purports to be that of a company nor could as a matter of law be that of a company. The tribunal accepts that the claim notice was signed by an individual, Mr Charles as someone with authority of the company.
23. In this regard the tribunal also notes the contents of the witness statement of Mr Capps which confirms that Mr Charles has the full authority of the RTM company to sign all related paperwork. In any event it is noted that it is not disputed that he had such authority.
24. The tribunal is therefore satisfied that the notices complied with sections 80(8) and 80(9) and the claim for the Right to Manage succeeds.

**Name:** S O'Sullivan

**Date:** 6 November 2014