1226

FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	**LON/00AK/LVM/2016/0019**
Property	:	**Mintern Close, Hedge Lane, Enfield, London N13 5SX**
Applicants	:	**Mr Jayendra Shah of Flat 60 Mintern Close (1) and the lessees in the schedule of additional applicants attached to this decision**
Representative	:	**Mr S Gallagher of Counsel**
Respondent	:	**Mintern Close Management Limited (1)** **Mintern Close (Holdings) Limited (2)** **Mrs T Kasinos of 46 Mintern Close (3)** **Mrs M. Hunt of 3 Mintern Close (4)** **Mrs P Berguer of 56 Mintern Close (5)** **Miss C Panayi of 25 Mintern Close (through Mr C Panayi who has an enduring power of attorney on her behalf)(6)**
Representative	:	**Mr J Hardman of Counsel**
Type of Application	:	**Application to vary a management order**
Tribunal Members	:	**Judge N Hawkes** **Mr D Jagger MRICS**
Date and venue of hearing	:	**5th and 6th June 2017 at 10 Alfred Place, London WC1E 7LR**
Date of Decision	:	**26th June 2017**

DECISION

Decisions of the Tribunal

1. The Tribunal directs that the lessees who are listed in the appendix of additional applicants which is attached to this decision shall be joined as applicants to the application.

2. The Tribunal varies the existing management order in the following respects:

   (1) The term of the management order is extended for a period of three years. Accordingly, the management order, as varied, shall expire on 5th June 2020.

   (2) The managers shall hold quarterly open meetings with the lessees.

   (3) The managers shall provide the lessees with a progress report on or before 5th June 2018.

3. Further, the Tribunal directs that, if any person interested (within the meaning of section 24 of the Landlord and Tenant Act 1987) writes to the Tribunal on or before 5th July 2018 requesting a hearing to enable the Tribunal to review the progress report and to consider any further proposed variation of the management order, a hearing shall be listed for this purpose.

   A copy of the varied management order is attached to this decision.

The application

1. This application concerns Mintern Close, Hedge Lane, Enfield, London N13 5SX ("the property"). The property is a 1960s, purpose built, three and four storey development. The Tribunal has been informed that the development comprises two separate buildings containing a total of sixty-three flats, only eighteen of which are occupied by resident leaseholders.

2. Good quality colour photographs of the property were provided in the hearing bundle and the Tribunal did not consider that an inspection of the property was necessary, nor would it have been proportionate to the issues in dispute.

3. By order dated 16th April 2014, the Tribunal appointed Mr Bruce Maunder Taylor and Mr Michael Maunder Taylor to manage the

property for a period of three years commencing on 1st May 2014. Accordingly, this appointment was originally due to expire on 20th April 2017.

4. On 17th October 2016, the first applicant, Mr Shah, made an application which, by Directions dated 23rd November 2016, the Tribunal assumed to be an application to vary the management order under section 24(9) of the Landlord and Tenant Act 1987 ("the 1987 Act") by extending the existing appointment for a further period of three years.

5. Directions were issued on 23rd November 2016 for the matter to be listed for a short oral hearing on 1st March 2016. However, prior to the hearing, extensive grounds for opposing the application were served and a further application was issued on 3rd February 2017 seeking a variation of the management order.

6. The applicants to the application dated 3rd February 2017 were Mrs T Kasinos of 46 Mintern Close, Mrs M. Hunt of 3 Mintern Close, Mrs P Berguer of 56 Mintern Close and Miss C Panayi of 25 Mintern Close (through Mr C Panayi who has an enduring power of attorney on her behalf). In this application, it was proposed that Mr Paul Cleaver MA (Oxon) MIRPN, AssocRICS be appointed as manager in place of Mr Bruce Maunder Taylor and Mr Michael Maunder Taylor.

7. At the hearing which took place on 1st March 2017, it was agreed by the parties that the two applications should be consolidated; that further directions should be given leading to a final hearing of both applications on 5th and 6th June 2017; and that the management order which was in place should continue pending the final hearing.

8. The Tribunal joined the applicants to the application dated 3rd February 2017 as respondents to the consolidated applications and directed that the applications would continue under the single case reference LON/00AK/LVM/2016/0019.

9. At the hearing of 1st March 2017, the parties confirmed that the sole issue in dispute relates to the identity of the manager to be appointed for a further term. As regards the suitability of the current managers, the following issues were raised by the third to sixth respondents ("the respondents"):

    (i) Whether or not the external major works have been executed to a reasonable standard and/or were permitted under the terms of the leases.

    (ii) Whether or not the charge for the proposed internal works is reasonable and/or payable under the terms of the leases.

(iii) Whether or not the "2020 refurbishment works" are allowable under the terms of the leases and/or should have been included within the 2015 external major works.

(iv) Whether or not the managers have acted fairly and impartially in light of any failure to enforce lease covenants (a) not to alter the building; (b) not to alter the demise without consent (c) not to cause a nuisance.

(v) Whether or not the managers should have proactively chased any historic administration cost owed to the landlord.

10. The Tribunal gave directions requiring the respondents to prepare a Scott Schedule listing all of the matters in dispute.

The hearing

11. On both 5th and 6th June 2017, Mr Shah attended the hearing represented by Mr Gallagher of Counsel and Ms Kasinos and Ms Berguer attended on these dates represented by Mr Hardman of Counsel.

12. Mr Cleaver, the respondents' proposed manager, attended on the afternoon of 5th June 2017 and Mr Michael Maunder Taylor, one of the current managers, attended between 10 am and 2 pm on 6th June 2017. Ms Papilio of flat 16 attended the proceedings on 6th June 2017, arriving part way through the morning.

13. Prior to the commencement of the hearing on 5th June 2017, twenty-one further lessees applied to be joined as applicants to the application. Before the start of the substantive proceedings, the Tribunal gave a direction joining these lessees as applicants to the application on the grounds that they are people who the Tribunal considers are likely to be significantly affected by the application.

14. The additional applicants are listed in an appendix to this decision. It was agreed that both parties would be entitled to address the Tribunal as to the potential relevance of the additional applicants being joined to the proceedings.

15. Prior to the commencement of the substantive hearing, issues were raised concerning the hearing bundles and the Scott Schedule.

16. The Tribunal granted the respondents permission to amend the Scott Schedule to include items which had been identified in the witness statement of Ms Kasinos dated 21st March 2017 and in the respondents' skeleton argument but which had not been included in the Scott Schedule.

17. Permission to make these amendments was granted on the grounds that there would be considerable prejudice to the respondents were the issues in question to be excluded from consideration and on the basis Mr Maunder Taylor appeared to have already dealt with all or most of the issues in his statement. However, the Tribunal indicated that, if Mr Maunder Taylor had difficulty answering questions relating to items which were not originally included in the Scott Schedule, the Tribunal would take the lateness of the amendments into account.

18. The first applicant sought permission to rely upon a bundle which, in breach of the Tribunal's Directions, had been filed and served one working day prior to the hearing.

19. The Tribunal granted the first applicant permission to rely upon this bundle on the basis that the respondents would be permitted to raise objections to any specific documents upon which reliance was being placed on a case by case basis. However, no objection was taken to the reliance by the first applicant upon any documents during the course of the hearing.

The evidence

20. The Tribunal heard oral evidence from Ms Kasinos, Mr Cleaver and Mr Maunder Taylor.

21. Whilst it was useful for the Tribunal to hear oral evidence from Ms Kasinos who has resided at the property for 30 years, the parties agreed that the issues concerning the management of the property would be explored through the cross-examination of Mr Maunder Taylor.

22. Ms Kasinos gave evidence, in particular, that the majority of the additional applicants are non-resident leaseholders. She gave evidence of alleged breaches of covenant on the part of additional applicants in respect of which the current managers are said to have taken no action.

23. Mr Cleaver was extensively cross-examined as regards his suitability as a potential manager. The Tribunal was impressed by Mr Cleaver's evidence and it is satisfied that Mr Cleaver would have been a suitable appointee were it to have found that it was just and convenient in the all the circumstances of the case to vary the management order so as to substitute a new manager for the current managers.

24. Mr Maunder Taylor was also thoroughly cross-examined over a period of approximately 4 hours. His evidence will be considered in greater detail below.

25. Upon none of the parties who were represented objecting, the Tribunal granted Ms Papilio permission to rely upon a hand-written statement which was submitted to the Tribunal and to the parties' representatives on the afternoon of 6th June 2017.

26. The Tribunal has taken the contents of this witness statement into account as useful background, whilst giving it limited weight because it does not focus on the issues in dispute which are those issues identified in the Scott Schedule.

27. During the course of the hearing, the parties and their proposed managers indicated that they would welcome general recommendations from the Tribunal.

The issues in dispute

(i) Whether or not the external major works have been executed to a reasonable standard and/or were permitted under the terms of the leases.

28. Major external works were carried out to the property between 8th March 2015 and November 2015.

29. The respondents rely upon an expert report dated 1st May 2017 prepared by Mr Peter Tasker MRICS MCIOB MFPWS, instructed by Ms Kasinos.

30. At paragraph 11.02 of his report, Mr Taster states "I confirm that I did not inspect the blocks prior but consider that the external works noted after sixteen months have mostly been executed to a reasonable standard but with some defective areas".

31. The respondents accept Mr Tasker's conclusion and list, at 1(a) to 1(g) of the Scott Schedule, the items of work which they submit are defective and/or with which they otherwise take issue.

32. Items 1(a) to 1(c) in the Scott Schedule are as follows:

    (a) Main entrance walls: The walls by the main entrances of flats 10-19, flats 31-39 and flats 44-51 have been changed from black to beige.

(b) Ten electricity cupboards: The doors of the ten electricity cupboards have been changed from maroon to grey.

(c) Gutters and drains: The gutters and downpipes have been changed from black to grey.

33. Paragraph 4 of Part VI of the Schedule to the lease provides (emphasis added):

"The Company will in every third year decorate the external parts of the said blocks including the Building **in such manner as shall be agreed in writing by a majority of the lessees** of the flats in the said blocks **or failing such agreement** in the manner in which the same were previously decorated or as near thereto as circumstances permit ..."

34. Mr Maunder Taylor accepted that a majority of the lessees had not agreed in writing to any change in colour scheme. He sought to rely upon the second part of the Paragraph 4, whilst making it clear that he is not a lawyer.

35. However, it is common ground that there was no attempt to reach an agreement with the lessees and, in any event, the second section of paragraph 4 requires the redecoration to be carried out in the manner in which the property was previously decorated (or as near thereto as circumstances permit) and this did not occur.

36. Accordingly, the Tribunal is satisfied that the respondents have made out their case that the works set out at items 1(a) to 1(c) of the Scott Schedule were not carried out in accordance with the terms of the leases.

37. Whilst the respondents, very sensibly, did not seek to argue that these were the most serious of breaches, they are clearly matters of importance to the respondents who consider that the character of the property has been adversely affected.

38. The Tribunal accepts that it is unlikely to be proportionate to incur further costs in immediately repainting the relevant areas when the quality of the work is not in question but recommends that the colour scheme which should have remained in place is restored when the next cyclical external works take place (unless the majority of the lessees agree otherwise in accordance with the terms of the leases).

39. Item 1(d) in the Scott Schedule is as follows:

(d) Safety fences on roof: The decorative safety fences and supporting metal posts around the flat roofs of the stairways have been removed.

40. Mr Maunder Taylor accepted that the removal of the fences constitutes a "technical breach" of the leases.

41. However, having taken the advice of a surveyor, Mr Spiro, Mr Maunder Taylor was not satisfied that there were any health and safety implications flowing from their removal.

42. Mr Spiro advised Mr Maunder Taylor that there was no particular benefit to having the fences renewed and repaired and that it would be cheaper from the lessees' point of view to have them removed.

43. On the limited evidence available, the Tribunal is not satisfied that the removal of the fences has health and safety implications and considers it likely that the fences are purely decorative. The Tribunal notes that it appears to be common ground that the removal of the fences was a "technical" breach of the leases.

44. The Tribunal accept that it is unlikely to be proportionate to incur further costs in immediately reinstating the fences but recommends that the decorative fences which should not have been removed are replaced when the next cyclical external works take place (unless the majority of the lessees agree otherwise in accordance with the terms of the leases).

45. Item 1(e) in the Scott Schedule is as follows:

(e) Metal doors: Fifteen wooden doors have been replaced with loud/noisy metal doors.

46. Mr Maunder Taylor explained that an email which Ms Kasinos' sent him regarding the doors had not provided him with sufficient information to enable him to fully understand what the problem was.

47. Mr Maunder Taylor also explained that:

(i) adjustments were made to the doors shortly after their installation;

(ii) until intercom systems are installed, during the course of internal works which are due to commence shortly, residents will keep propping the doors open for access purposes and this will adversely affect the mechanisms; and

(iii) the doors will be readjusted in order to resolve any problems after the intercoms have been installed.

48. The Tribunal is of the view that Mr Maunder Taylor's approach to dealing with this issue is a reasonable one. However, it does not appear from the documents to which the Tribunal was referred during the course of the hearing that the managers' proposals to readjust the doors after the intercoms have been installed were clearly communicated to the respondents.

49. Item 1(f) in the Scott Schedule is as follows:

(f) Flat roofs: Eleven flat roofs were replaced despite roofs of stairways to flat 10-19 and 44-51 having been recently repaired in February 2014 at a cost of £4,029 and in January 2012 at a cost of £6,442.

50. Mr Tasker states at paragraph 10.51 "I find it difficult to accept that the flat roof needed replacing again unless it was laid incorrectly". Mr Maunder Taylor agreed with this statement.

51. Item 1(g) in the Scott Schedule is as follows:

(g) Glass panes: Glass panes were replaced with wired glass panes.

52. It is common ground that after one pane of glass broke, the broken glass and all similar unbroken panes of glass were replaced with wired glass.

53. The respondents argued that the replacement of the unbroken panes of glass with wired glass constitutes improvement and not repair. Mr Maunder Taylor gave evidence that this work was carried out as preventative maintenance for health and safety reasons.

54. The Tribunal notes that it is possible that the pane of glass broke as a result of a defect which was present in all of the windows.

55. On the basis of the limited evidence available, the Tribunal is not satisfied on the balance of probabilities that the works carried out by the managers were works of improvement rather than works of repair.

(ii) Whether or not the charge for the proposed internal works is reasonable and/or payable under the terms of the leases.

56. Items 2(a) to (e) in the Scott Schedule are as follows:

(a) Block lighting: It is queried whether the lighting to the block needs to be stripped out.

(b) Consumer units: Whether it is necessary for the consumer units to be replaced under the stairs.

(c) Smoke detection: Whether the proposed interlinked smoke detection constitutes upgrading.

(d) Vinyl skirting: Whether it is necessary for the vinyl skirting to be replaced with altro vinyl flooring.

(e) Wall heaters: Whether it is necessary for fused wall heaters to the stairwell.

57. Mr Tasker reviewed the specification for the internal works and suggested that the items listed above amount to improvements rather than repairs. The respondents state that they query, at the very least, whether Mr Tasker's observations have been taken on board by the managers.

58. During the course of giving evidence, Mr Maunder Taylor confirmed that proposed work relating emergency lighting and to smoke detection will be removed from the specification.

59. On the limited evidence available, the Tribunal is not satisfied on the balance of probabilities that any of the other items should be removed from the specification.

(iii) Whether or not the "2020 refurbishment works" are allowable under the terms of the leases and/or should have been included within the 2015 external major works.

60. The sole issue raised by the respondents under this heading is as follows:

(a) Should the wooden panels have been replaced in 2015 rather than repaired?

61. Mr Maunder Taylor gave evidence as follows. In 2015, some of the shiplap panels to the exterior of the property were in obvious disrepair. The area underneath the panels needed to be inspected and provision was made for carrying out an inspection in the specification for the external work to the property.

62. On inspecting the panels, they were found to be in a better than expected condition and it was thought that repairs would be adequate. In certain areas, the panels now need further attention but generally the repairs have in fact been effective. With the benefit of hindsight, some of the repairs have been successful and some have not.

63. It was put to Mr Maunder Taylor that Mr Tasker is of the view that replacement of the panels with PVCu plastic would have been the best long-term solution.

64. Mr Maunder Taylor stated that there is no reserve fund and that to have replaced all of the timber panels with PVCu would have had considerable implications for the budget. Further, he was acting on the advice of a surveyor.

65. Whilst Mr Maunder Taylor now accepts with the benefit of hindsight that he might have put the option of replacing the panels in their entirety to the lessees, it is also the case that the lessees did not suggest during the course of the consultation process that the shiplap panels should be replaced.

66. Having considered all of the circumstances, the Tribunal is not satisfied that Mr Maunder Taylor acted unreasonably in the exercise of his management functions in having the cladding repaired rather than repalced at the material time.

67. The Tribunal, in particular, takes into account the fact that Mr Maunder Taylor was following the advice of a surveyor; that the possibility of replacement was not raised by any of the lessees during the consultation process; the financial implications of replacing the shiplap cladding; the absence of a reserve fund; and the limited amount which was available for consideration of this issue.

(iv) Whether or not the managers have acted fairly and impartially in light of any failure to enforce lease covenants (a) not to alter the building; (b) not to alter the demise without consent (c) not to cause a nuisance.

68. The matters raised by the respondents under this heading are as follows:

(a) Boiler flues: Unauthorised boiler flue and extractor vents remain.

(b) Alterations: Unauthorised alterations to the demised premises in respect of a number of flats.

(c) Dogs: Failed to take action in respect of nuisance caused by dogs.

(d) Baby buggies: Failed to take action in respect of nuisance caused by baby buggies.

(e) Dumping rubbish: Failed to take action in respect of nuisance caused by dumping rubbish.

(f) Washing left out on communal areas: Failed to take action in respect of nuisance caused by washing left out on communal areas.

(g) Hanging cables: Failed to take action in respect of nuisance caused by hanging cables.

(h) Cleaning: Failed to discharge management responsibilities in respect of cleaning.

(i) Gardening: Failed to discharge management responsibilities in respect of gardening.

(j) Fixing external lighting: Failed to discharge management responsibilities in respect of external lighting.

(k) Failed to liaise with Gas Alliance: Failed to discharge management responsibilities in respect of Gas Alliance.

(l) Lease purchase agreement: Wrongfully entered into lease purchase agreement.

(m) Rear entrance: Failed to take action in respect of nuisance caused at rear entrance.

69. In respect of items 4(a) and 4(b), the Tribunal accepts that unauthorised work has been carried out to some of the flats in the development. The Tribunal also accepts Ms Kasino's evidence that, at times, work to flats has been carried out at anti-social hours with builders' items left in communal corridors and that this has caused her a nuisance.

70. As regards items 4(c), 4(d), 4(e), 4(h) and 4(i), the Tribunal finds that there has been some nuisance on the development caused by dogs; that, at times, baby buggies have been left in communal areas; that, at times, numerous cigarette butts have been left in communal areas; and that (as accepted by Mr Maunder Taylor) a report should be commissioned to investigate the safety of one of the trees in the garden. The Tribunal accepts that the general standard of gardening could be improved upon but does not consider that there is severe cause for complaint.

71. The Tribunal is of the view that Mr Maunder Taylor acted reasonably in seeking an indemnity from complainants before considering the possibility of instigating litigation against other lessees in respect of the breaches of covenant which have been complained of. The Tribunal notes that such litigation may well have proved to be expensive and, in many instances, difficult and that it may not have been cost effective to pursue.

72. However, the Tribunal is also of the view that more could be done by way of putting up notices in the common parts (communal notice boards have only recently been installed); specific correspondence; general circulars; meeting and discussing issues with lessees; and monitoring the situation.

73. The Tribunal is not satisfied on the balance of probabilities on the basis of the evidence which it heard during the course of the hearing that items 4(f) and 4(m) in the Scott Schedule have been made out.

74. In respect of item 4(g), it is apparent from the photographs that action has been taken to tie up the cables. The Tribunal accepts that the cables could be neater but considers that their condition is satisfactory.

75. In respect of item 4(j), Mr Maunder Taylor gave evidence, which the Tribunal accepts, that the issue was investigated by a Mr Vaughan and that the external lights were found to be in good working order at the time of the inspection.

76. As regards item 4(k), Mr Maunder Taylor accepted, with the benefit of hindsight, that he should have asked Gas Alliance to repair certain pathways at the development.

77. As regards item 4(l), Mr Maunder Taylor explained that he entered into the agreement because he had received complaints that lessees and their tenants were making their own arrangements which led to cables being attached to the sides of the buildings. The Tribunal considers that this was a reasonable exercise of Mr Maunder Taylor's management functions.

The exercise of the Tribunal's discretion

78. Prior to the hearing, the first applicant contended that the management order should be varied to provide that the current managers will remain in place for an indefinite period. At the hearing, a variation to provide that the current managers will remain in place for a further four to seven years was sought.

79. The respondents propose that Mr Cleaver be appointed as manager for such term as the Tribunal considers fit. Internal works to the development are due to commence shortly and the respondents note that it would be possible for the existing mangers to remain in place until the completion of the internal works and then to be replaced by Mr Cleaver.

80. No party suggests that any of the proposed variations to the management order is likely to result in a recurrence of the circumstances which led to the order being made.

81. The parties agree that the Tribunal has a broad discretion to do what is just and convenient in the circumstances of the case. The first applicant draws a distinction between the words "just and convenient" and the words "just and equitable" and submits that the use of the word "convenient" means that an emphasis should be placed on practicality.

82. The first applicant places weight on the very significant amount of support which the current managers have from the lessees. The respondents' case is that most of the lessees who support the application are in breach of the terms of their leases and they draw attention to the fact that one applicant and four respondents have paid for legal representation. They argue that weight should be placed on the number of people on each side who have been prepared to fund the litigation.

83. However, the parties agreed that these issues are not central to the application and, all the circumstances, the Tribunal has not placed any significant weight on the amount of support which the current managers have from lessees.

84. The first applicant states that the current managers were appointed three years ago to do a difficult job which involved taking control of building in respect of which there had been considerable acrimony and neglect and in respect of which there was no reserve fund.

85. The first applicant points out that, during the initial three-year period, the current managers have obtained funding for external major works; they have completed major external major works; and they have raised funds to enable internal works to be carried out. Further, it is clear that they are already considering works for 2020 to be coordinated with next round of cyclical redecoration.

86. The first applicant states that, during the past three years, there has been no fundamental or serious error of policy, approach or outcome on the part of the managers, even when the outcome is measured with the benefit of hindsight.

87. The first applicant submits that the stability of the past three years is in sharp contrast with the chaos and acrimony which preceded it. The current managers have not been working in easy circumstances and, during their period of management, there have been three hearings before this Tribunal.

88. The first applicant submits that there are benefits to continuity when the current managers have knowledge of property, the personalities, the details of an unusual letting scheme and the widespread confidence of leaseholders. The first applicant submits that the current managers have demonstrated their independence from any group of leaseholders.

89. The first applicant states that complaints to the managers have tended to be unparticularised which has made it hard for the managers to act upon them and that, with a limited budget, the managers have had to exercise their professional judgment in prioritising the various problems which they have faced. It is submitted that the volume and tone of the emails which were sent to the managers by Ms Kasinos was not conducive to a constructive dialogue.

90. The respondents draw the Tribunal's attention to a number of relevant provisions of the specimen lease. Ms Kasinos has resided at the property for 30 years and it is submitted that the lessees who are not resident are primarily interested in their properties as investment vehicles and are less interested in the legitimate management issues which concern the respondents.

91. The respondents, very sensibly, state that the current managers "have not been dreadful"; they do not claim that there has been any egregious or fundamental error but rather they seek to rely upon a cumulative list of errors.

92. The respondents also argue that, to some extent, the current managers' approach has been high handed. On Mr Maunder Taylor's evidence, the current managers have only visited the development 6-12 times in the last three years and, save for one initial meeting, they have not met with Ms Kasinos who is the main complainant. The respondents submit that legitimate complaints made by Ms Kasinos have not been given weight because of her reputation.

93. The Tribunal is of the view that both counsel have put their clients' cases at their very highest and that they have carefully covered all of the matters which the Tribunal considers to be relevant.

94. The Tribunal accepts that the current managers have taken on a difficult development; that they have a limited budget; and that they have had to exercise their professional judgment in prioritising some issues over others. The current managers have clearly achieved a lot during their three-year term.

95. Mr Maunder Taylor gave evidence, which the Tribunal accepts, that the managers and their staff have received approximately three large lever arch files of correspondence from leaseholders, approximately 80-90% of which has been from Ms Kasinos, and that there were times when Ms Kasinos would send them more than one email in a day. The Tribunal notes that it must be administratively difficult to deal with such a large volume of correspondence on a limited budget.

96. The Tribunal also accepts that Ms Kasinos has raised a number legitimate issues and that, whilst there have been no major defaults on

the part of the current managers, there are matters which could be improved upon going forward.

97. The respondent points to the fact that it is not unusual for managing agents to change. However, the Tribunal notes that, if it were to substitute Mr Cleaver as manager, Mr Cleaver would have to start afresh; information and accounts would have to be passed to him; there would have to be timetable for the handover; and there would be a period of uncertainty in the context of a development which has previously suffered from severe problems.

98. In all the circumstances, the Tribunal considers that it is just and convenient to vary the management order to retain the current managers, not for the period requested by the applicants, but for a more limited period of 3 further years and subject to additional requirements.

99. The Tribunal will vary the management order to provide that the managers are to hold quarterly open meetings with the lessees; that the managers are to provide the lessees with a progress report after the 12 months; and that if any person interested writes to the Tribunal requesting a hearing to enable the Tribunal to review the progress report and to consider any further proposed variation of the management order, a hearing will be listed for this purpose.

100. As stated above, during the course of the hearing, the parties and their proposed managers indicated that they would welcome general recommendations from the Tribunal.

101. The Tribunal recommends, without making any formal order to this effect, that the managers consider offering the respondents a personal meeting with both of the managers, lasting at least 45 minutes, in order to discuss any ongoing concerns and potential methods of seeking to address them (for example, placing notices on communal notice boards; sending out general circulars; sending out specific letters; investigating whether or not any staff who are regularly on site can be asked to monitor potential breaches of lease). It is hoped that any such meeting could be offered within 28 days of the date of this decision.

102. The Tribunal recommends, without making any formal order to this effect, that Ms Kasinos considers agreeing to limit her correspondence (save in the case of emergency) to, for example, a fortnightly letter or email setting out any ongoing issues because this is likely to give the managers and their staff more time to consider and respond to her correspondence. It hoped that any offer to limit the volume of correspondence could be made in writing within 14 days of the date of this decision.

Judge N Hawkes

26th June 2017

Appendix of relevant legislation

Landlord and Tenant Act 1987 Section 24

24.— Appointment of manager by a tribunal .

...

(9) The appropriate tribunal may, on the application of any person interested, vary or discharge (whether conditionally or unconditionally) an order made under this section; and if the order has been protected by an entry registered under the Land Charges Act 1972 or the Land Registration Act 2002, the tribunal may by order direct that the entry shall be cancelled.

(9A) The tribunal shall not vary or discharge an order under subsection (9) on the application of any relevant person unless it is satisfied—

(a) that the variation or discharge of the order will not result in a recurrence of the circumstances which led to the order being made, and

(b) that it is just and convenient in all the circumstances of the case to vary or discharge the order.

Appendix of additional applicants

Name	Flat Number
Sirri Topcu	51
Choi Sze Wong	55
Carmela Papilio	16
Paolo Delgrasso	35
Barbara Kaczmarek	27
Adam Balman	27
Savash Balman	30
Ken Durdy	6 & 10
Ray Carroll	23
Mike Crausaz	62
Bharti & Rajnikant Shah	15
Khilan Shah	47
Rimple Shah	47
Raymond T G Scott	45
Anneka Malam	57
Bhavni Shah	28
Shamila Khan	61
Wendy Bowstead	63
Eileen Beisty	4
Christine Lancaster	39
Jane Antoniades	24