13053

FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference	**:**	**CAM/26UK/LVM/2018/0003**
Property	**:**	**8 St Marys Road, Watford WD18 0EF**
Applicant **Representative**	**:** **:**	**Mr Simon Nicholas Welford** **Mr William Skjøtt Counsel**
Respondent (1) **Representative**	**:** **:**	**Mr Miles St Clair Baird** **Mr Stephen Hackett Counsel**
Respondent (2)	**:**	**Mrs Jean Dale In Person**
Respondent (3)	**:**	**Mr Ralph Anthony Dale In Person**
Type of Application	**:**	**To vary the orders dated 15 December 2015 and 23 August 2016 by which the tribunal appointed a manager - s24 Landlord and Tenant Act 1987**
Tribunal Members	**:**	**Judge John Hewitt** **Ms Marina Krisko BSc (EstMan) FRICS** **Mr Derek Barnden MRICS**
Date and venue of Determination	**:**	**12 November 2018** **Watford Tribunal Hearing Centre**
Date of Decision	**:**	**15 November 2018**

DECISION

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The issue(s) before the tribunal and its decision(s)

1. The application before us was made pursuant to s24(9) Landlord and Tenant Act 1987 and we were asked to vary the management order made on 15 December 2015 as varied by an order made on 23 August 2016.

2. A draft order had been provided to us [25] but its terms were not very precise and to an extent more recent events had overtaken the relief sought in that draft.

3. All material parties attended the hearing and it was therefore a useful exercise to go over the present impasse and to give guidance to the parties as to how matters should now proceed in order that the manager can carry out the functions required of him.

4. In so far as may be appropriate we set out below in further orders, guidance and directions which the parties shall comply with. A summary of our decisions is as follows:

    4.1 Mr Dale shall pay to Mr Baird a contribution of £3,995.00 by **5pm Friday 30 November 2018** and if not paid Mr Baird shall pursue payment - see paragraph 18 below;
    4.2 No repairs are required to the wall – see paragraph 22 below;
    4.3 The external stairway from the rear of the first floor flat down to the rear garden is within the demise of the first floor flat and is not to be included in the schedule of proposed works – see paragraph 23 below;
    4.4 The costs to be incurred in connection with the proposed appointment of the third party surveyor shall be borne equally by Mr Dale and Mr Welford – see paragraph 34 below; and
    4.5 In the absence of the express agreement between Mr Dale and Mr Welford, the costs of the new floor plans and calculation of floor areas are not costs reasonably incurred and they are not obliged to contribute to them – see paragraph 40 below.

NB Later reference in this Decision to a number in square brackets ([ ]) is a reference to the page number of the hearing file provided to us for our use at the hearing.

Procedural background
The Property and the parties

5. The property was originally constructed as a house in the early to mid-1900's. Subsequently it was adapted to create two modest self-contained flats.

6. On 1 June 2003 a Mary Hutchinson granted two long leases of part:

    6.1 The lease of the ground floor flat was granted to a Mr Ralph Dale [94]. That lease was registered at HM Land Registry on 5 May 2005 and it was allocated title number HD441118. The premium said to have been paid was £59,900. On 6 June 2006 the applicant (Mr Welford) and his then wife Mrs Davina Julie Welford were registered at HM Land Registry as

the proprietors. The price stated to have been paid was £99,500. On 18 June 2018 Mr Welford was registered as the sole proprietor

6.2 The lease of the first floor flat was granted to a Ms Susan Barnes. That lease was also registered at HM Land Registry on 5 May 2005 and it was allocated title number HD441119. The premium said to have been paid was £59,900. On 10 May 2011 the third respondent (Mr Dale) was registered at HM Land Registry as sole proprietor. The price stated to have been paid was £99,000.

7. The freehold interest was registered at HM Land Registry on 30 August 1985 and it was allocated title number HD428078. On 9 March 2004 the second respondent (Mrs Dale) was registered at HM Land Registry as sole proprietor. The price stated to have been paid on 7 October 2003 was £136,000.

8. By a Decision dated 15 December 2015 [154] (the first decision) the tribunal appointed Mr Darren Powell MRICS as manager. By a Decision dated 23 August 2016 [181] (the second decision) the first decision was varied and the first respondent (Mr Baird) was appointed as manager in place of Mr Powell as from 15 September 2016 and he was appointed for a term of four years from 15 December 2016, so that his appointment shall terminate on 15 December 2019.

9. To recap the parties are follows:

Applicant: Mr Welford The lessee of the ground floor flat (GFF) (Originally the applicants were Mr Welford and his wife, Mrs Welford, but given that Mr Welford is now the sole registered proprietor of the flat, Mr Welford is now the sole applicant.

Respondent 1:	Mr Baird	The manager
Respondent 2:	Mrs Dale	The freeholder/landlord
Respondent 3:	Mr Dale	The lessee of the first floor flat (FFF)

Mrs Dale and Mr Dale are cousins who are married to one another and, so far as we are aware, they live in the FFF.

At the hearing Mr Welford as represented by Mr William Skjøtt and Mr Baird was represented by Mr Stephen Hackett.

Mr & Mrs Dale both attended and participated to an extent but neither had served a statement of case or witness statements.

The leases

10. The two leases having been granted at the same time by the same person on the same date they are broadly in common form.

Material for present purposes are:

10.1 The lease of the GFF granted a term of 99 years from 1 June 2003 at a ground rent commencing at £150 pa and rising to £1,600 pa;

10.2 The lease of the FFF granted a term of 999 years from 1 June 2003 at a ground rent of a peppercorn;

10.3 Each lease provides that the lessee's share of the Maintenance Charge (the service charge) is one half.

10.4 (Subject to one minor exception) the Second Schedule of each lease describes the Demised Property in the following terms:

"The Flat specified in Paragraph 3 of the Particulars and shown (for the purposes of identification only) edged red on the plan 2 annexed hereto ALL OF WHICH premises for the purposes of obligations as well as grant (but subject to the provisions herein contained prohibiting decoration or alteration of the exterior of the Property by the Lessee).

INCLUDE

(i) The internal plaster tiles or other coverings of the walls bounding the Flat and the doors, doorframes, windows and window frames fitted in such walls and the glass fitted in such window frames.

(ii) ... (vi)

The minor exception is that the lease of the FFF refers to "*... plan 2 annexed & plan 3 hereto ...*" (sic).

The demise of the FFF in fact comprises both the first floor and also the roof space above which has been adapted to make it habitable, plus the rear garden which is accessed via a rear external stairway leading down from the first floor into the garden.

The floor plans are fairly basic but adequate. Both leases have attached a 'Plan 1' They are the same plans and differ only as to the red edging. There does not appear to be a Plan 2 attached to either of the two leases. The FFF lease has a Plan 3 which is an HM Land Registry plan showing the location of 8 St Marys Road.

Whilst the numbering of the plans is inconsistent the extent of each demise is quite clear and was not in issue. Also quite clear and not in issue was the allocation of one half of the service charge to each lease.

The original appointments of the managers and further background

11. As recorded in the first decision Mrs Dale accepted that a manager should be appointed because she had suffered a number of legal and medical difficulties and had not had the time or ability to manage the Property effectively. Thus it was that Mr Powell, then of Ringley Chartered Surveyors came to be appointed. Mr Powell made a levy of £3,995 on each lessee so that he was in funds to carry out his appointment. The Welfords paid that sum to Ringleys, but Mr Dale did not.

12. Mr Powell subsequently left Ringleys and moved away from London. Mr Powell requested the tribunal to vary the management order so as to appoint someone

else in his place. Ms Mary-Anne Bowring of Ringley's was nominated in place of Mr Powell but in the event Ms Bowring was unable to attend the hearing and declined to send a representative. Mrs Dale proposed that Mr Baird be appointed in place of Mr Powell. Having made due enquiries the tribunal appointed Mr Baird – hence the second decision.

13. Mr Welford has raised a number of concerns about Mr Baird's stewardship of the Property. Rightly or wrongly Mr Welford has formed the view that Mr Baird is too close to Mr & Mrs Dale, he takes guidance and directions from them and that their interests and issues prevail over his. We need not go into the detail but some examples that Mr Welford raised include:

13.1 Meetings on site with Mr & Mrs Dale to which he, Mr Welford, was not invited;

13.2 The failure of Mr Baird to pursue Mr Dale for the payment of the levy of £3,995;

13.3 Overly friendly/personal correspondence with the Dales;

13.4 Reluctance/refusal to provide Mr Welford with copy documents/correspondence which he requested;

13.5 The instruction of Mr A J Mazin FRICS Of AMA Surveyors to prepare a schedule of work in which a 'Mr Ralph Dale of 17 Third Avenue, Watford' was recorded as being the 'Client' [34].
Exacerbated when queried by the response of Mr Baird in his letter dated 22 August 2017 [43] of: *"AMA Surveyors do not report to Mr Dale, Mrs Dale is the freeholder and that is a typographical error, the specification was prepared for the Freeholder."*
Exacerbated even further by a letter dated 12 June 2017 [26] sent by Mr Baird to Mr & Mrs Dale in which he said:
"I am writing to set out the financial position as we see it at the present time.
We will need to send out a statement to the two Leaseholders, subject to your agreement to the enclosed financial status report. There is then set out proposed expenditure totalling £38,245.44 plus further professional fees for AMA Surveyors of £960.00.

13.6 The inclusion in the schedule of works at paragraph 3.24:
"The partition wall that exists at ground floor level underneath the staircase which is timber clad with a window, allow to dismantle and removed [sic] *as part of unauthorised works by ground floor leaseholder. Allow to make good all damage to areas disturbed."* We pause to observe that this small wall was the subject of paragraphs 33 and 34 of the first decision. At that hearing Mr Welford agreed to reinstate the wall. He says he has done so. The apparent direction to Mr Mazin to allow for it to be removed is unclear and in any event issues around the wall are a private matter as between Mrs Dale and Mr Welford and do not appear to impact on Mr Baird's day to day management of the Property.

13.7 The inclusion in Mr Mazin's schedule of works at paragraph 3.25: *"External timber staircase providing access from first floor to the rear garden is rotten. Allow to dismantle the timber staircase and to dispose of all materials."* And then at 3.26 provision of a new metal staircase. Mr Welford argued that this staircase was within the demise of the FFF and thus Mr Dale's sole responsibility. (At the hearing this point was conceded by Mr Hackett which concession was not objected to by Mr or Mrs Dale).

13.8 These and other matters have caused Mr Welford to be suspicious about the extent of urgent works now said to be required and which Mr Welford believes tend to favour/benefit the FFF as opposed to the GFF. An example cited by Mr Welford was proposed extensive roof works to the FFF but no works to the roof of his rear addition at ground floor level which he believes are required. Whilst the schedule of works is not clear as to what works to the roof of the rear addition were contemplated the two quotations obtained by Mr Baird both make passing references to 'Lower Flat Roof' and 'Lower Dormer'.

These are just some examples we give to get a sense of the flavour. We do not need to make express findings on each of them. Mr Welford may be right or wrong in his conclusions, but it was clear to us that he has genuine concerns and that there is some support for them.

14. These issues (and others) have been the subject of correspondence between Mr Welford's solicitors and Mr Baird's solicitors who took a rather unfortunate and uncompromising tone, rather than a mutually collaborative tone.

Matters discussed and guidance given.

15. Mr Welford's case was not focussed on what positive orders he sought from the tribunal, rather he was critical of Mr Baird's approach to his role. The issues for discussion can be derived from Mr Welford's solicitors' letter dated 25 June 2018 [6] and the draft order [25]. These gave rise to some additional issues as discussed below:

That the manager reports providing details of any and all communications with the freeholder/other leaseholder

16. Discussion showed that there was not any material correspondence on the current management issues that Mr Welford has not seen and this issue was not pursued.

That Mr Baird confirms what action has been undertaken to recover monies owed by the other leaseholder

17.1 This relates to the levy of £3,995 which Mr Welford has paid but which Mr Dale has not. There was some discussion about this in paragraphs 12-14 of the second decision. Mr Baird told us that collection of this was not pursued because Mrs Dale told him that there were historic service charge arrears of about £16,000 due to her from Mr Welford arising in connection with matters prior to Mr Powell's appointment as manager.

17.2 This is not acceptable as a reason for Mr Dale not paying. Both lessees must contribute equally in accordance with the terms of their respective leases. Mr Welford has paid his levy and Mr Dale must now do so. The alleged service charge arrears are contentious, but they are an entirely separate matter as between Mrs Dale and Mr Welford. If Mrs Dale considers they are due and payable there are steps which she can pursue in that regard. Mr Dale cannot set off his obligation to pay the levy against sums allegedly owed to Mrs Dale by Mr Welford.

Order

18. For avoidance of doubt we make an order that Mr Dale shall by **5pm Friday 30 November 2018** pay to Mr Baird the levy of £3,995.00.

If Mr Dale fails to do so Mr Baird shall take appropriate steps to ensure that he recovers that sum from Mr Dale. In this regard we draw attention to s27 Tribunals, Courts and Enforcement Act 2007 and CPR r 70.5 and CPR PD 70.

The tribunal is asked to direct that our client having rebuilt the wall to the storage area referred to in the earlier decisions that this is not a matter for the manager to include within the repair works

19. We have commented on this above, albeit briefly. It was a matter of great concern to Mrs Dale that Mr Welford had demolished a small wall without her consent. Evidently Mrs Dale was contemplating forfeiture proceedings with regards to this alleged breach of covenant.

20. The wall is mentioned in paragraphs 29-34 of the first decision. Mr Welford was urged to reinstate the wall and he tells us he has done so. It is thus disappointing that the wall is still a contentious issue and that apparently Mr Mazin was directed to allow for the demolition of it.

21. At the hearing Mr Baird was clear that so far as he is aware the wall is not in disrepair and thus he has no interest in now carrying out any works to it.

22. For avoidance of doubt we direct that Mr Baird is not to procure any works to the wall to be carried out. If Mrs Dale still has issues with Mr Welford about this wall it is for her to pursue them directly and in the appropriate forum.

That the stairway to the upper flat is not an item for the manager to repair at cost to our client

23. Mr Hackett told us that initially Mr Baird (not unreasonably) took the view that this referred the internal stairway leading from the lobby beside the front street door to the front door of the FFF. As it emerged this view was incorrect and Mr Welford's solicitors were referring to the external stairway leading from the rear of the FFF to the rear garden. Having clarified this Mr Hackett realistically accepted that the rear external stairway was within the demise of the FFF.

24. What was not made clear to us was why in these circumstances the external rear stairway featured in Mr Mazin's schedule of works at all.

That the manager produces evidence that the survey/specification was produced by an independent third party without interference by Mr and Mrs Dale

25. Initially Mr Welford took the view that Mr Mazin prepared a survey report as a precursor to preparing his schedule of works. He sought a copy of it and was frustrated when it was not disclosed to him. Mr Baird confirmed that no such report existed and that Mr Mazin carried out an inspection on site and then went on directly to prepare his schedule of works.

26. By letter dated 11 July 2017 [18] Mr Baird wrote to Mr Welford enclosing Mr Mazin's schedule of works, stated that funding required was £38,245.44 and requesting him to pay his contribution of £19,122.72 by 31 July 2017. Mr Welford said he received this out of the blue and in the absence of any prior discussions. Given the amount demanded and that payment was requested within about two weeks Mr Welford had a number of concerns. He felt they were not properly or sympathetically addressed.

27. In the event for cash flow purposes Mr Baird decided to have the works carried out in two phases. On 12 September 2017 Mr Baird made a revised demand for £11,964.00 [46 -47]. It appears the works proposed to be carried out are those described in the quotation from a contractor Metropolitan General Property Limited dated 19 April 2017 [49-52]. Mr Welford still had concerns and he did not effect payment.

28. The issue could not be resolved despite correspondence between the respective solicitors and ultimately on 25 June 2018 Mr Welford's solicitors wrote to the tribunal in what was taken to be an application pursuant to s24(9) of the 1987 Act.

29. At the hearing before us there was some general discussion as to what Mr Welford was asking the tribunal to direct as regards the major works which have now been outstanding for a lengthy period, and what constraints (if any) the tribunal should take into account. In essence Mr Welford wanted an independent surveyor to prepare a specification of required works.

    The tribunal thus rose for 40 minutes or so to see if the parties could arrive at a solution that was mutually acceptable to them.

The agreement

30. On resumption we were told that the parties had agreed:

    30.1 A joint application would be made to the RICS to appoint a building surveyor as a third party expert to prepare a specification of works required to the roof and damp proofing.

    30.2 Upon receipt of that specification Mr Baird will endeavour to procure two competitive quotations. Mr Baird will set out the proposed cost of the works and the amount he will require to be in funds before he is in a position to place a contract. In this respect Mr Baird will be the employer and it is entirely reasonable that he is in sufficient funds to more than cover his potential liability to the contractor.

30.3 Mr Welford and Mr Dale will pay their respective shares to Mr Baird promptly.

31. In further discussion on the above process, we suggested that:

31.1 Mr Baird might send a draft of his letter of instruction to the nominated surveyor to both Mr Welford and Mr Dale and invite comments on it;

31.2 If possible the surveyor should not involve Mr or Mrs Dale in his site visit. It may be that the surveyor will require access to the FFF and thus that will involve Mr or Mrs Dale. In those circumstances Mr Welford might be invited to be in attendance or have the opportunity to send a representative.

31.3 Any subsequent correspondence to progress the project should be copied to both Mr Dale and Mr Welford. Equally if Mr Welford or Mr Dale should correspond with Mr Baird they should copy in the opposite party.

32. It was suggested that we might make an order regarding the prompt payment of the respective contributions. We decline to do so because we do not know what amount may be required. Obviously the amount of the levy must be greater than the estimated costs because Mr Baird must always be in funds. Any surplus he may hold when his appointment comes to an end will be returned to the two lessees.

For avoidance of doubt Mr Welford and Mr Dale must be clear that their contributions must be made promptly and if they are not made promptly Mr Baird is at liberty to write to the tribunal seeking an order for payment which might then be enforced in the manner mentioned in paragraph 18 above.

33. What the parties were not able to agree upon was how the costs of the third party surveyor should be apportioned. Mr Welford proposed equally, Mrs Dale, on behalf of Mr Dale, proposed that they should be borne wholly by Mr Welford.

34. We direct that those costs shall be borne by Mr Welford and Mr Dale in equal shares. Given the history to this matter we find that a number of events have occurred prompted by Mr Dale, either directly or via Mrs Dale, that were sufficient to raise concerns in Mr Welford's mind. We do not say that all of those concerns were in fact made out but it was not unreasonable of Mr Welford to have those concerns. Further, we are not satisfied that Mr Mazin's schedule of works was a sufficiently clear and robust specification of works to put out to tender so that rival tenders might be compared on a like for like basis. A more professional specification is required in any event.

The windows

35. For avoidance of doubt we remind the parties that the windows and window frames to each flat are demised and thus they fall within the lessee's repairing covenant.

36. We would not therefore expect Mr Baird to procure any works to the windows as part of his remit as manager.

37. Of course if for reasons of economy of scale both Mr Welford and Mr Dale may mutually agree to collaborate and may ask Mr Baird to procure the works for them. If so, such activities will be outside the scope of the management order.

AMA Surveyors' Invoice 29 December 2016 £960

38. A copy of this invoice is at [81]. The services rendered are said to include:
To receiving instructions;
To examine documentation;
To inspect property and carry out a measured survey;
To prepare floor plans;
To calculate floor areas and service charge apportionment

Fee £800 + VAT Total £960

39. We could not get a clear understanding as to why this expense had been incurred. As mentioned above there are lease plans annexed to the leases and whist not perfect they are adequate and fit for purpose. We do not understand what purpose a measured survey and new floor plans was to serve. Still less do we understand the reference to the calculation of floor area and service charge apportionment. The leases are perfectly clear and unambiguous, that each lessee is to contribute one-half.

40. Unless both Mr Welford and Mr Dale have agreed that this expense should have been incurred and that they would bear the cost in equal proportions we find that such an expense was not reasonably incurred and that neither Mr Welford nor Mr Dale are obliged to contribute to it.

The orders made and the directions given

41. Having regard to the foregoing we considered it just and convenient to make the orders set out above and to give further direction to Mr Baird.

Judge John Hewitt
Dated 15 November 2018

Statutory Materials
Landlord and Tenant Act 1987

24.— Appointment of manager by a tribunal.

(1) The appropriate tribunal may, on an application for an order under this section, by order (whether interlocutory or final) appoint a manager to carry out in relation to any premises to which this Part applies—

(a) such functions in connection with the management of the premises, or

(b) such functions of a receiver, or both, as the tribunal thinks fit.

(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

(ii) ...[repealed]

(iii) that it is just and convenient to make the order in all the circumstances of the case;

(ab) where the tribunal is satisfied—

(i) that unreasonable service charges have been made, or are proposed or likely to be made, and

(ii) that it is just and convenient to make the order in all the circumstances of the case;

(aba) where the tribunal is satisfied—

(i) that unreasonable variable administration charges have been made, or are proposed or likely to be made, and

(ii) that it is just and convenient to make the order in all the circumstances of the case;

(ac) where the tribunal is satisfied—

(i) that any relevant person has failed to comply with any relevant provision of a code of practice approved by the Secretary of State under section 87 of the Leasehold Reform, Housing and Urban Development Act 1993 (codes of management practice), and

(ii) that it is just and convenient to make the order in all the circumstances of the case; or

(b) where the tribunal is satisfied that other circumstances exist which make it just and convenient for the order to be made.

(2ZA) In this section "relevant person" means a person—

(a) on whom a notice has been served under section 22, or

(b) in the case of whom the requirement to serve a notice under that section has been dispensed with by an order under subsection (3) of that section.

(2A) For the purposes of subsection (2)(ab) a service charge shall be taken to be unreasonable—

(a) if the amount is unreasonable having regard to the items for which it is payable,

(b) if the items for which it is payable are of an unnecessarily high standard, or

(c) if the items for which it is payable are of an insufficient standard with the result that additional service charges are or may be incurred.

In that provision and this subsection "service charge" means a service charge within the meaning of section 18(1) of the Landlord and Tenant Act 1985, other than one excluded from that section by section 27 of that Act (rent of dwelling registered and not entered as variable).

(2B) In subsection (2)(aba) "variable administration charge" has the meaning given by paragraph 1 of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.

(3) The premises in respect of which an order is made under this section may, if the tribunal thinks fit, be either more or less extensive than the premises specified in the application on which the order is made.

(4) An order under this section may make provision with respect to—

(a) such matters relating to the exercise by the manager of his functions under the order, and

(b) such incidental or ancillary matters, as the tribunal thinks fit; and, on any subsequent application made for the purpose by the manager, the tribunal may give him directions with respect to any such matters.

(5) Without prejudice to the generality of subsection (4), an order under this section may provide—

(a) for rights and liabilities arising under contracts to which the manager is not a party to become rights and liabilities of the manager;

(b) for the manager to be entitled to prosecute claims in respect of causes of action (whether contractual or tortious) accruing before or after the date of his appointment;
(c) for remuneration to be paid to the manager by any relevant person, or by the tenants of the premises in respect of which the order is made or by all or any of those persons;

(d) for the manager's functions to be exercisable by him (subject to subsection (9)) either during a specified period or without limit of time.

(6) Any such order may be granted subject to such conditions as the tribunal thinks fit, and in particular its operation may be suspended on terms fixed by the tribunal.

(7) In a case where an application for an order under this section was preceded by the service of a notice under section 22, the tribunal may, if it thinks fit, make such an order notwithstanding—

(a) that any period specified in the notice in pursuance of subsection (2)(d) of that section was not a reasonable period, or

(b) that the notice failed in any other respect to comply with any requirement contained in subsection (2) of that section or in any regulations applying to the notice under section 54(3).

(8) The Land Charges Act 1972 and the Land Registration Act 2002 shall apply in relation to an order made under this section as they apply in relation to an order appointing a receiver or sequestrator of land.

(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.

(10) An order made under this section shall not be discharged by the appropriate tribunal by reason only that, by virtue of section 21(3), the premises in respect of which the order was made have ceased to be premises to which this Part applies.

(11) References in this Part to the management of any premises include references to the repair, maintenance, improvement or insurance of those premises.

ANNEX - RIGHTS OF APPEAL

1. 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.

2. 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.

3. 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.

4. 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.