

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE
SOUTHERN RENT ASSESSMENT PANEL**

Certificate pursuant to regulation 10(2) of the Rent Assessment Committee (England
& Wales) Regulations 1971 (SI 1971/1065)

Re: 58A, 58B & 58C Grosvenor Gardens, Boscombe, Bournemouth, BH1 4HH
Case No: CHI/00HN/LVM/2006/0002

I certify pursuant to the above-mentioned regulation that there is an error in the notice of the Tribunal's reasoned decision in this matter dated 7 June 2006. The copy issued did not include all the draft amendments as per the Addendum attached to this notice. Accordingly the Addendum attached to this notice should replace the last paragraph 6.3 under the heading Decision.


.....
Chairman

Date: 23 June 2006.

ADDENDUM

- 6.3** In regard to the application for the appointment of Mr Marchant to act as the Manager for the property the tribunal determined having fully considered the qualifications and experienced submitted by Mr Marchant that it would not be appropriate for the tribunal to appoint him as the Manager. The tribunal grants leave for the applicants to re-apply to the tribunal within the period of six months from the date of this decision to nominate an alternative individual that the applicants propose will act as the Manager and giving full details of his/her experience and suitability to carry out these duties. At the reconvened hearing the tribunal will determine the conditions and the terms of appointment of the Manager subject to being satisfied as to his/her suitability.

**SOUTHERN RENT ASSESSMENT PANEL
LEASEHOLD VALUATION TRIBUNAL**

**Premises: Flats 58a, b and c Grosvenor Gardens,
Boscombe, Bournemouth, BH1 4HN**

B E T W E E N

MR. SEAN MARCHANT	(58b)	Applicants
MS. JANE HURLOCK	(58a)	
MISS HELEN BEAZLEY	(Landlord)	Respondent

**IN THE MATTER OF AN APPLICATION UNDER SECTION 24 OF THE
LANDLORD AND TENANT ACT 1987 FOR THE APPOINTMENT OF A
MANAGER**

Hearing Date: Wednesday, 17th May 2006

1. Preliminary

- 1.1. A Pre-Trial review was held on 15th February 2006. The Applicants, Mr. Sean Marchant and Ms. Jane Hurlock appeared in person. The Respondent, Miss Helen Beasley, was not present.
- 1.2. The application dated 7th January 2006 is for the appointment of a Manager under Section 24 Landlord and Tenant Act 1987.
- 1.3. Directions were issued on the 21st February 2006 a copy of which are appended to this decision.
- 1.4. The issues in dispute are the failure of the Landlord to carry out repairs and to insure the property in accordance with the terms of the lease.

2. The Law

- 2.1. Section 24 of the Landlord and Tenant Act 1987 provides that
 - (1) A Leasehold Valuation 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) A Leasehold Valuation Tribunal may only make an order under this section in the following circumstances
 - (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)
 - (iii) 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

3. **The Lease**

- 3.1. A copy of the Lease dated 4th August 1989 made between Mr. and Mrs. G. K. Lee and M. J. S. McCormack Esq. in respect of Flat B, 58 Grosvenor Gardens was supplied by Mr. Marchant at the hearing.

The tribunal was advised that the Lease in respect of Flat A is in similar form.

- 3.2. The relevant clauses in the Lease with regard to the responsibility of the Landlord are as follows:

(1)(a) The Lessor is the estate owner in fee simple in possession of the freehold property known as Number 58 Grosvenor Gardens Boscombe Bournemouth Dorset (hereinafter called “the Building”)

(b) The Building is shown edged blue on Plan 1 annexed hereto

Clause 4 The Lessor HEREBY COVENANTS with the Lessee as follows:

- (1) That the Lessee paying the rent hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the demised premises during the said term without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for the Lessor
- (2) That subject to the contribution and payment as hereinbefore provided the Lessor will:
 - (i) Maintain repair redecorate and renew or will procure the maintenance repair redecoration and renewal of:
 - (A) The roof foundations and main structure of the Building (including the principal internal timbers all load bearing walls and internal walls not included within the demised premises or included within the demise of any other flat in the Building) the boundary walls common gutters and common rainwater pipes thereof and the front path steps and dustbin area and drying area thereof
 - (B) The gas and water pipes main water tanks drains and electricity cables and wires in under and upon the Building and enjoyed and used by the Lessee in common with the owners and lessees of the other flats or any other person
 - (ii) Comply with all orders notices regulations or requirements of any competent authority pursuant to any statute requiring any alteration addition modification or such other work on or to the Building or any part thereof except where the property affected is comprised wholly within the demised premises or the premises demised by a lease in like form to these presents
 - (iii) Repair or contribute to the cost of repair of the shared access passageway shown coloured Brown in the plan to the Building and any party walls or other thing or facility used in common with any other person
- (3) That (subject to the payment and contribution as aforesaid) the Lessor will decorate the exterior of the Building in such manner as the same was previously decorated or as near thereto as circumstances permit as often as reasonably required and at least once in every three years
- (6) (i) To insure and keep insured the Building to the full cost of reinstatement and three years' loss of rent under a policy complying with the terms hereafter set out in the name of the Lessor and in the event of the Building or any part thereof or access ways to or services enjoyed thereby being damaged or destroyed by any of the insured risks or any risk covenanted to be insured against as soon as reasonably practicable thereafter to lay

out the insurance monies in the repair rebuilding or reinstatement thereof PROVIDED ALWAYS that if for any reason other than the default of the Lessor the obligation on its part hereinbefore contained to repair rebuild or reinstate becomes impossible of performance the said obligation shall be deemed to have been discharged and the Lessor shall stand possessed of all monies payable under and by virtue of the said policy or policies of insurance upon trust to pay to the Lessee such proportion (if any) of the said monies as may be agreed in writing between the Lessor and the Lessee or in default of agreement as aforesaid as shall be determined by a valuer appointed by the President (or failing him his deputy) for the time being of the Royal Institution of Chartered Surveyors upon the request of the Lessor or the Lessee to be fair and reasonable having regard to the relative values of the respective interests of the Lessor and the Lessee in the demised premises immediately before the occurrence of the said destruction or damage

- (7) To insure on such terms as the Lessor thinks fit against the liability of the Lessor for injury or damage to any person (whether or not a tenant of part of the Building) entering upon the Building
- (8) To pay to the appropriate authorities respectively responsible for collecting the same all rates taxes and outgoings in respect of any part of the Building used in common by the tenants of more than one flat including any imposed or becoming payable after the date hereof and whether or not of a novel nature
- (9) To keep accounts and records of all sums expended in complying with the obligations imposed on the Lessor under these presents
- (10) In the management of the Building and the performance of the obligations of the Lessor hereunder to employ or retain the services of any employee agent consultant contractor engineer and professional adviser (if any) that the Lessor may reasonably require

The Fourth Schedule

Clause 2 The Lessor shall keep a detailed account of the expenditure on services and shall procure that a service charge statement is prepared for every such year or period by an accountant or surveyor (as the Lessor may choose) to whom the Lessor shall furnish all accounts and vouchers and afford all facilities necessary for that purpose

4. **The Inspection**

4.1. The members of the Tribunal were accompanied at the inspection by:

Mr. Sean Marchant – lessee of Flat 58b

Miss Jane Hurlock - lessee of Flat 58b

- 4.2. The property comprises the left hand half of a three storey building erected in the early 1900's. The semi-detached house is built of brick walls which have been rendered under a slated roof. There are small garden area to the front and rear of the house.
- 4.3. During the inspection the following items were noted:
 1. the rendered exterior did not appear to have been painted for a number of years with the exception of a small area adjacent to the entrance door to 58a at the front of the property which had been painted at the expense of Miss Hurlock. There was a degree of cracking visible in the rendering.
 2. viewed from the bathroom window of Flat 58a there was evidence of slipped and missing slates.
 3. vegetation was growing in the gutters which is causing the gutters to overflow and the gutters are also overflowing on the rear right hand side.

5. **The Hearing**

- 5.1. The landlord was not represented.
- 5.2. Mr. Marchant submitted copies of correspondence between himself and Miss Beasley during the period from March 2003 to August 2004.
- 5.3. The letter dated March 2003 from Mr. Marchant referred to the insurance policy which was in force at that time.
- 5.4. The letter dated June 2004 from Miss Beasley referred to a quotation for roof repairs in the sum of £1970.00 including VAT and indicated that further quotations would be obtained. This matter is referred to:
 - (a) in the letter from Miss Beasley dated 28th August 2003
 - (b) an undated letter indicating a total cost of £1122.00 including VAT
 - (c) in the letter from Miss Beasley dated March 2004 with regard to a possible start date for the works
 - (d) an undated letter from Miss Beasley regarding the lack of attendance from Mr. Spillard the roofing contractor
- 5.5. A letter from Mr. Marchant dated August 2004 referring to a quote from W.E. Cox roofing contractors and an abortive arrangement regarding an appointment with Canford Roofing. In the letter Mr. Marchant confirmed he was prepared to help in any way necessary to have the roof works put in hand and assumed that sufficient funds were available in the maintenance account to pay for the work. In the penultimate paragraph Mr. Marchant stated "Then, once this is done – we can concentrate on the remaining maintenance that is long overdue to the front of the house."
- 5.6. In regard to insurance Miss Hurlock advised that she had made enquiries as to whether there was a current buildings insurance policy in force but had had no

success. As a result of this she had taken out a policy in respect of her flat only together with an absentee landlord indemnity policy. Mr. Marchant advised that he had been unsuccessful in arranging insurance cover for the Block as it is the freeholder who is the "insured" and the insurers would not provide a policy in his name. At the present time therefore as far as the applicants knew the only current insurance on the property was for the top floor flat.

- 5.7. Both Miss Hurlock and Mr. Marchant confirmed that no accounts had been prepared by the freeholder in compliance with the requirements of the lease.
- 5.8. Miss Hurlock and Mr. Marchant advised the tribunal that they had made extensive enquiries to locate the whereabouts of the landlord. These had included contact with Bournemouth Council Environmental Health Department who had obtained access to the ground floor flat in relation to matters relating to public health and who it was believed had an address for the landlord which they would not reveal to the applicants and to the police and neighbours. Whilst they believed the landlord was resident in London they had failed to find the address of the landlord who had not been resident in the ground floor flat for between 18 months and 2 years.

6. **Decision**

- 6.1. The tribunal was satisfied on the basis of the evidence that the landlord had failed to comply with the covenants in the lease in regard to carrying out repairs to the reserved property, providing accounts and implementing an insurance policy.
- 6.2. The tribunal accordingly determine in accordance with the provisions of Section 24 of the Landlord and Tenant Act 1987 that a Manager be appointed to deal with the management of 58 Grosvenor Gardens subject to the approval by the tribunal of the person or firm to be appointed
- 6.3. The tribunal grants leave for the applicants to re-apply to the tribunal within the period of six months from the date of this decision giving the name of the individual or company that the applicants propose will act as the Managing Agent and giving full details of their experience and suitability to carry out these duties. At the reconvened hearing the tribunal will determine the conditions and the terms of appointment of the Managing Agent subject to being satisfied as to his/its suitability.

Signed 

K M Lyons, FRICS

Dated 06. 06. 06

**SOUTHERN RENT ASSESSMENT PANEL
LEASEHOLD VALUATION TRIBUNAL**

**Premises: Flats 58a, b and c Grosvenor Gardens,
Boscombe, Bournemouth, BH1 4HN**

B E T W E E N

MR. SEAN MARCHANT	(58b)	Applicants
MS. JANE HURLOCK	(58a)	

MISS HELEN BEAZLEY	(Landlord)	Respondent
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**IN THE MATTER OF AN APPLICATION UNDER SECTION 24 OF THE
LANDLORD AND TENANT ACT 1987 FOR THE APPOINTMENT OF A
MANAGER**

Hearing Date: Wednesday, 17th May 2006

1. Preliminary

- 1.1. A Pre-Trial review was held on 15th February 2006. The Applicants, Mr. Sean Marchant and Ms. Jane Hurlock appeared in person. The Respondent, Miss Helen Beasley, was not present.
- 1.2. The application dated 7th January 2006 is for the appointment of a Manager under Section 24 Landlord and Tenant Act 1987.
- 1.3. Directions were issued on the 21st February 2006 a copy of which are appended to this decision.
- 1.4. The issues in dispute are the failure of the Landlord to carry out repairs and to insure the property in accordance with the terms of the lease.

2. The Law

2.1. Section 24 of the Landlord and Tenant Act 1987 provides that

- (1) A Leasehold Valuation 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) A Leasehold Valuation Tribunal may only make an order under this section in the following circumstances
 - (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)
 - (iii) 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

3. **The Lease**

- 3.1. A copy of the Lease dated 4th August 1989 made between Mr. and Mrs. G. K. Lee and M. J. S. McCormack Esq. in respect of Flat B, 58 Grosvenor Gardens was supplied by Mr. Marchant at the hearing.

The tribunal was advised that the Lease in respect of Flat A is in similar form.

- 3.2. The relevant clauses in the Lease with regard to the responsibility of the Landlord are as follows:

(1)(a) The Lessor is the estate owner in fee simple in possession of the freehold property known as Number 58 Grosvenor Gardens Boscombe Bournemouth Dorset (hereinafter called “the Building”)

(b) The Building is shown edged blue on Plan 1 annexed hereto

Clause 4 The Lessor HEREBY COVENANTS with the Lessee as follows:

- (1) That the Lessee paying the rent hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the demised premises during the said term without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for the Lessor
- (2) That subject to the contribution and payment as hereinbefore provided the Lessor will:
 - (i) Maintain repair redecorate and renew or will procure the maintenance repair redecoration and renewal of:
 - (A) The roof foundations and main structure of the Building (including the principal internal timbers all load bearing walls and internal walls not included within the demised premises or included within the demise of any other flat in the Building) the boundary walls common gutters and common rainwater pipes thereof and the front path steps and dustbin area and drying area thereof
 - (B) The gas and water pipes main water tanks drains and electricity cables and wires in under and upon the Building and enjoyed and used by the Lessee in common with the owners and lessees of the other flats or any other person
 - (ii) Comply with all orders notices regulations or requirements of any competent authority pursuant to any statute requiring any alteration addition modification or such other work on or to the Building or any part thereof except where the property affected is comprised wholly within the demised premises or the premises demised by a lease in like form to these presents
 - (iii) Repair or contribute to the cost of repair of the shared access passageway shown coloured Brown in the plan to the Building and any party walls or other thing or facility used in common with any other person
- (3) That (subject to the payment and contribution as aforesaid) the Lessor will decorate the exterior of the Building in such manner as the same was previously decorated or as near thereto as circumstances permit as often as reasonably required and at least once in every three years
- (6) (i) To insure and keep insured the Building to the full cost of reinstatement and three years' loss of rent under a policy complying with the terms hereafter set out in the name of the Lessor and in the event of the Building or any part thereof or access ways to or services enjoyed thereby being damaged or destroyed by any of the insured risks or any risk covenanted to be insured against as soon as reasonably practicable thereafter to lay

out the insurance monies in the repair rebuilding or reinstatement thereof PROVIDED ALWAYS that if for any reason other than the default of the Lessor the obligation on its part hereinbefore contained to repair rebuild or reinstate becomes impossible of performance the said obligation shall be deemed to have been discharged and the Lessor shall stand possessed of all monies payable under and by virtue of the said policy or policies of insurance upon trust to pay to the Lessee such proportion (if any) of the said monies as may be agreed in writing between the Lessor and the Lessee or in default of agreement as aforesaid as shall be determined by a valuer appointed by the President (or failing him his deputy) for the time being of the Royal Institution of Chartered Surveyors upon the request of the Lessor or the Lessee to be fair and reasonable having regard to the relative values of the respective interests of the Lessor and the Lessee in the demised premises immediately before the occurrence of the said destruction or damage

- (7) To insure on such terms as the Lessor thinks fit against the liability of the Lessor for injury or damage to any person (whether or not a tenant of part of the Building) entering upon the Building
- (8) To pay to the appropriate authorities respectively responsible for collecting the same all rates taxes and outgoings in respect of any part of the Building used in common by the tenants of more than one flat including any imposed or becoming payable after the date hereof and whether or not of a novel nature
- (9) To keep accounts and records of all sums expended in complying with the obligations imposed on the Lessor under these presents
- (10) In the management of the Building and the performance of the obligations of the Lessor hereunder to employ or retain the services of any employee agent consultant contractor engineer and professional adviser (if any) that the Lessor may reasonably require

The Fourth Schedule

Clause 2 The Lessor shall keep a detailed account of the expenditure on services and shall procure that a service charge statement is prepared for every such year or period by an accountant or surveyor (as the Lessor may choose) to whom the Lessor shall furnish all accounts and vouchers and afford all facilities necessary for that purpose

4. **The Inspection**

4.1. The members of the Tribunal were accompanied at the inspection by:

Mr. Sean Marchant – lessee of Flat 58b
Miss Jane Hurlock - lessee of Flat 58b

- 4.2. The property comprises the left hand half of a three storey building erected in the early 1900's. The semi-detached house is built of brick walls which have been rendered under a slated roof. There are small garden area to the front and rear of the house.
- 4.3. During the inspection the following items were noted:
 1. the rendered exterior did not appear to have been painted for a number of years with the exception of a small area adjacent to the entrance door to 58a at the front of the property which had been painted at the expense of Miss Hurlock. There was a degree of cracking visible in the rendering.
 2. viewed from the bathroom window of Flat 58a there was evidence of slipped and missing slates.
 3. vegetation was growing in the gutters which is causing the gutters to overflow and the gutters are also overflowing on the rear right hand side.

5. **The Hearing**

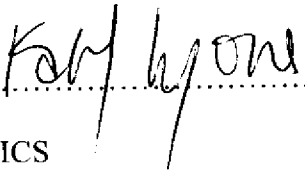
- 5.1. The landlord was not represented.
- 5.2. Mr. Marchant submitted copies of correspondence between himself and Miss Beasley during the period from March 2003 to August 2004.
- 5.3. The letter dated March 2003 from Mr. Marchant referred to the insurance policy which was in force at that time.
- 5.4. The letter dated June 2004 from Miss Beasley referred to a quotation for roof repairs in the sum of £1970.00 including VAT and indicated that further quotations would be obtained. This matter is referred to:
 - (a) in the letter from Miss Beasley dated 28th August 2003
 - (b) an undated letter indicating a total cost of £1122.00 including VAT
 - (c) in the letter from Miss Beasley dated March 2004 with regard to a possible start date for the works
 - (d) an undated letter from Miss Beasley regarding the lack of attendance from Mr. Spillard the roofing contractor
- 5.5. A letter from Mr. Marchant dated August 2004 referring to a quote from W.E. Cox roofing contractors and an abortive arrangement regarding an appointment with Canford Roofing. In the letter Mr. Marchant confirmed he was prepared to help in any way necessary to have the roof works put in hand and assumed that sufficient funds were available in the maintenance account to pay for the work. In the penultimate paragraph Mr. Marchant stated "Then, once this is done – we can concentrate on the remaining maintenance that is long overdue to the front of the house."
- 5.6. In regard to insurance Miss Hurlock advised that she had made enquiries as to whether there was a current buildings insurance policy in force but had had no

success. As a result of this she had taken out a policy in respect of her flat only together with an absentee landlord indemnity policy. Mr. Marchant advised that he had been unsuccessful in arranging insurance cover for the Block as it is the freeholder who is the "insured" and the insurers would not provide a policy in his name. At the present time therefore as far as the applicants knew the only current insurance on the property was for the top floor flat.

- 5.7. Both Miss Hurlock and Mr. Marchant confirmed that no accounts had been prepared by the freeholder in compliance with the requirements of the lease.
- 5.8. Miss Hurlock and Mr. Marchant advised the tribunal that they had made extensive enquiries to locate the whereabouts of the landlord. These had included contact with Bournemouth Council Environmental Health Department who had obtained access to the ground floor flat in relation to matters relating to public health and who it was believed had an address for the landlord which they would not reveal to the applicants and to the police and neighbours. Whilst they believed the landlord was resident in London they had failed to find the address of the landlord who had not been resident in the ground floor flat for between 18 months and 2 years.

6. **Decision**

- 6.1. The tribunal was satisfied on the basis of the evidence that the landlord had failed to comply with the covenants in the lease in regard to carrying out repairs to the reserved property, providing accounts and implementing an insurance policy.
- 6.2. The tribunal accordingly determine in accordance with the provisions of Section 24 of the Landlord and Tenant Act 1987 that a Manager be appointed to deal with the management of 58 Grosvenor Gardens subject to the approval by the tribunal of the person or firm to be appointed
- 6.3. In regard to the application for the appointment of Mr. Marchant to act as the Manager for the property the tribunal determined having fully considered the qualifications and experience submitted by Mr. Marchant that it would not be appropriate for the tribunal to appoint him as the Manager. The tribunal grants leave for the applicants to re-apply to the tribunal within the period of six months from the date of this decision to nominate an alternative individual that the applicants propose will act as the Manager and giving full details of his/her experience and suitability to carry out these duties. At the reconvened hearing the tribunal will determine the conditions and the terms of appointment of the Manager subject to being satisfied as to his/its suitability.

Signed 

K M Lyons, FRICS

Dated 23.06.2006

**SOUTHERN RENT ASSESSMENT PANEL
LEASEHOLD VALUATION TRIBUNAL**

**Premises: Flats 58a, b and c Grosvenor Gardens,
Boscombe, Bournemouth, BH1 4HN**

B E T W E E N

MR. SEAN MARCHANT	(58b)	Applicants
MS. JANE HURLOCK	(58a)	
MISS HELEN BEAZLEY	(Landlord)	Respondent

**IN THE MATTER OF AN APPLICATION UNDER SECTION 24 OF THE
LANDLORD AND TENANT ACT 1987 FOR THE APPOINTMENT OF A
MANAGER**

<u>Tribunal</u>	Mr. K. M. Lyons, FRICS	Chairman
	Mr. S. Griffin, LLB	

Hearing Date: **Wednesday, 17th May 2006**

1. Preliminary

- 1.1. A Pre-Trial review was held on 15th February 2006. For the Applicants, Mr. Sean Marchant appeared in person. The Respondent, Miss Helen Beasley, was not present. Mr. David Wells appeared on behalf of the Respondent.
- 1.2. The application dated 7th January 2006 is for the appointment of a Manager under Section 24 Landlord and Tenant Act 1987.
- 1.3. Directions were issued on the 21st February 2006.
- 1.4. A decision was issued on the 23rd June 2006 following a hearing on 17th May 2006.
- 1.5. Further directions were issued on 18th August 2006 and a copy is attached hereto.

The Decision dated 23rd June 2006

Clause 6.3. stated :

- 6.3. In regard to the application for the appointment of Mr. Marchant to act as the Manager for the property the tribunal determined having fully considered the qualifications and experience submitted by Mr. Marchant that it would not be appropriate for the tribunal to appoint him as the

Manager. The tribunal grants leave for the applicants to re-apply to the tribunal within the period of six months from the date of this decision to nominate an alternative individual that the applicants propose will act as the Manager and giving full details of his/her experience and suitability to carry out these duties. At the reconvened hearing the tribunal will determine the conditions and the terms of appointment of the Manager subject to being satisfied as to his/its suitability.

Further application to the Tribunal

Mr. Marchant had advised that he proposed in his letter to the Tribunal dated 9th August 2006 that Mr. Mike Davies of DD Property Management, 78 Castle Lane West, Bournemouth, be appointed as the Manager of the property.

The Hearing

1. Miss Hurlock did not attend the hearing. The Tribunal were advised that she had sold her flat since the 23rd June 2006.
2. Mr. David Wells attended the hearing. The Tribunal had been advised in a letter dated 17th October 2006 that Mr. Wells had exchanged contracts for the purchase of the freehold interest which included the ground floor flat. Although Mr. Wells was not a party to the original hearing Mr. Marchant did not object to Mr. Wells being present.
3. In regard to Item 3 of the Directions of the 18th August 2006 Mr. Marchant advised that he had not submitted the details required as he anticipated that Mr. David Wells would take over the management of the property.
4. Mr. Wells confirmed that following exchange of contracts he had insured the property under an AXA Insurance Group Policy. He also outlined his experience in managing property similar to the subject property and confirmed that he would undertake to carry out the landlords covenants as set out under Clause 4 of the lease.

The Decision

The Tribunal determined that the Applicants had not to date complied with the Directions dated 18th August 2006.

The Decision dated 23rd June 2006 had fixed a period of six months for the Applicants to re-apply to the Tribunal for nomination of a Manager.

With the agreement of Mr. Marchant the Tribunal determined that if the Applicants did not re-apply to the Tribunal within the period the Application would expire by effluxion of time.

Signed 

K M Lyons, FRICS

Dated 29.10.2006