

**SOUTHERN RENT ASSESSMENT PANEL &  
LEASEHOLD VALUATION TRIBUNAL**

Case No: **CHI/24UC/LAN/2003/0001**

Re: **39 Anstey Road, Alton, Hampshire, GU34 2RD**

**Between: Tracey Collins & Others**

("the Applicant")

And **KJN Developments (Alton) Limited**

("the Respondent")

**Directions and Order**

Following a Hearing on 26 April 2004 held at Alton Community Centre, Alton, Hampshire, and following an agreement between the parties the Tribunal makes the following Order.

1. That Mr Nicholas Faulkener BSc FRICS, Labyrinth Properties Limited, 2 The Gardens Office Village, Fareham, Hampshire be appointed Manager and Receiver for the property known as 39 Anstey Road, Alton, Hampshire, GU32 2RD. The property comprises the existing building and front forecourt, the access to the rear parking area, together with the block of four flats now under construction at the rear of the site.
2. That the Manager shall collect and receive all ground rents, service charges, and all other monies due from the various lessees of the property. The charges of the Manager and Receiver shall be at the rate of £125.00 per flat per annum, plus Value Added Tax and disbursements reasonably incurred, and for such additional charges in connection with the Directions of this appointment as noted herein.
3. The Manager shall account to the freeholders for all ground rent payments received as directed.
4. The Manager shall open and maintain a bank account identified specifically for 39 Anstey Road, Alton, into which all service charge and other monies received are to be credited, and to open such further bank accounts as may be required for the benefit of the lessees and the better management of the property.
5. The Manager shall arrange for an inspection and survey of the property including the exterior and all common parts, for the purpose of preparing a schedule of works required for the decoration, maintenance, repair, or replacement of any part of the property. To obtain tenders for those works and to consult all lessees. The schedule is to exclude all works and repairs arising to any part of the existing property arising from the building works and constructions of the new rear development.
6. The Manager to investigate and research all accounting documents and records to be provided by the freeholders, and to arrange with independent auditors for the preparation of accounts for the property for the years ended 31 December 2002 and 31 December 2003. When approved, the Manager to recover the service charges and all other payments that may be due from the freeholders or any lessee. The accounts are to be based on evidence of actual expenditure incurred by the landlords.
7. The Manager must inform all lessees of any additional charges for building surveyors, contractors, accountants or solicitors, as may be required for the efficient management of the building.

8. The Manager shall undertake the appointment and management of the existing property comprising 8 flats in accordance with the terms of the existing leases granted for the term of 99 years from 1 June 1986, and for such other leases as may be granted for the development under construction of four flats to the rear of the property.
9. The Manger shall at all times undertake his duties and responsibilities for all parties in accordance with the Service Charge Residential Management Code, approved under Section 87, Leasehold Reform Housing & Urban Development Act 1993, or any subsequent modification thereto.
10. The freeholders shall provide to the Manager within 14 days of this order, all office copies and plans of the freehold site, all documents, plans, contracts, building insurance and all other information applicable to the property, to enable the Manager to undertake his duties.
11. The freeholders shall provide to the Manager within 14 days of this Order a schedule of all current lessees and interested parties of the existing property, and of the new rear development when completed.
12. The Manager will consult with the officers and members of any lessees' or Residents' Company to be formed at any time during the period of this appointment.
13. This appointment will apply for a period of two years from the date of this Order.
14. The Manager may apply for any further Directions that may be required for the proper undertaking of his duties and responsibilities.



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D M NESBITT (Chairman)

Dated 19 May 2004

The parties confirm their agreement and acceptance of this appointment and the terms by their signature hereunder

Dated.....2004

Dated.....2004