

**THE SOUTHERN AREA RENT ASSESSMENT COMMITTEE
AND LEASEHOLD VALUATION TRIBUNAL**

Case Number: CHI/45UC/LSC/2003/006/0010

B E T W E E N :

**Miss FRASER
and Mrs WEST
(for Application CHI.45UC/LSC/2003/006)
and Mrs M U FRASER (re Application No: CHI/45UC/LSC/2003/0010)**

Applicants

- and -

MARLBOROUGH HOUSE RESIDENTS ASSOCIATION

Respondent

ORDER FOR APPOINTMENT OF MANAGER

Landlord & Tenant Act 1987 Section 24

Re: Marlborough House, Park Road, Bognor Regis, West Sussex

UPON hearing the Applicants and their representative and the Solicitor and Company
Secretary/Managing Agent of the Respondent:

IT IS ORDERED THAT:-

1. Mrs Rita A Tasker ("the Manager") of Hobdens Property Management Ltd of 26 High Street, Littlehampton, West Sussex, BN17 5EE, is hereby appointed manager and receiver of Marlborough House, Park Road, Bognor Regis, West Sussex ("the Property") with effect from 26th December 2004 ("the Relevant Date") for an initial period of two years.
2. The Manager is hereby authorised to carry out the following functions:-
 - (a) to receive and recover all rents and other payments due by any of the lessees in respect of the Property in accordance with the terms of the leases entered into by the lessees of t he Property which, without prejudice to the generality of the foregoing,

shall include the right to receive such monies as shall be required to comply with the service charge provisions of the leases;

- (b) to recover any arrears of any such sums as aforesaid;
 - (c) on or before 25th December in every year during the currency of the appointment to account to the landlord of the Property for any rents and other payments received, any interest accrued thereon and any other monies lawfully due to the said landlord in respect of the Property;
 - (d) to calculate and recover any service charges payable under the leases and to administer a reserve account and such other bank account required or agreed by the Respondent and the lessees in connection with the management of the Property and to create and maintain a sole mandate in respect of the operation of all such bank accounts;
 - (e) to carry out the obligations of the landlord contained in the leases and in particular and without prejudice to the generality of the foregoing those relating:-
 - (i) to the provision of services to the Property;
 - (ii) to the repair of the property; and
 - (iii) to the insurance of the property;
 - (f) to consider, grant, refuse or otherwise deal with all applications for consent in relation to dealings, alterations or any other matters requiring the consent of the landlord under the leases.
3. The Manager shall within 21 days of any request by the landlord provide it with such information relating to the management the Property as the landlord shall reasonably have requested.
4. The Respondent shall prepare or arrange that its current agents shall prepare by 25th December 2004 an account of any monies received by it on behalf of the lessees of the Property. The account shall show all expenditure since the date of the last annual account and the amount, if any, unexpended remaining in its or its agent's hands. This account shall be delivered to each of the lessees and the Manager by that date. It shall also arrange for a cheque for any unexpended monies in its hands or the hands of its agents to be paid to the

Manager by 25th December 2004. The Manager will then place such sum in a separate designated account to be applied for the purposes of managing the Property.

5. The Respondent shall arrange for any documents relating to the continuing management of the Property to be delivered to the Manager by 26th December 2004.
6. Within 28 days of the Relevant Date the Manager will enter into a written contract of employment with the lessees incorporating the following terms:-
 - (a) The Manager will be paid a basic fee of £130 plus VAT per flat per annum. This fee will include cover of the following services:-
 - (i) collection of ground rents and service charges;
 - (ii) preparation and submission of rent statements;
 - (iii) instructing solicitors to recover unpaid charges;
 - (iv) payment for general maintenance out of funds provided;
 - (v) production of annual spending estimates;
 - (vi) administering of funds and provision of information to auditors;
 - (vii) production and circulation of service charge accounts and information to lessees
 - (viii) administration of building and other insurances;
 - (ix) the engagement and supervision of staff as necessary;
 - (x) the arrangement of periodic Health & Safety checks;
 - (xi) the inspection of the Property on a regular basis to deal with repairs to the Property, its plant, fixtures and fittings;
 - (xii) to deal with enquiries from lessees;
 - (xiii) to keep records of tenancies;

- (xiv) to keep the lessees and Respondent informed of changes in legal requirements;
 - (xv) to advise on a day to day management policy.
- (b). In addition to the basic fee set out in 6(a) above the Manager will be entitled to charge a set-up fee not exceeding £500 plus VAT.
- (c) In addition to the fees in 6(a) and (b) above the Manager will be entitled to be paid further remuneration at a rate not exceeding 10% of the cost of any major building/maintenance works which exceed £1,000 excluding VAT.
- (d) In addition to the fees set out in paragraphs 6(a), (b) and (c) above, the Manager shall be entitled to charge a fee of up to £500 plus VAT for preparation for and attendance at the Respondent's Annual General Meeting and four Quarterly Board Meetings (ie £100 plus VAT per meeting).
- (e) Any work carried out by the Manager outside that specifically referred to in this Order will be chargeable at the rate of £65 plus VAT per hour.
- (f) For the avoidance of doubt the Manager's remuneration (and VAT thereon) shall be recoverable as part of the service charges provided for in the leases.
- (g) The Manager will comply with the RICS Service Charge Residential Management Code of Practice approved by the Secretary of State under Section 87 Leasehold Reform Housing & Urban Development Act 1993.
7. Any of the Applicants, the Respondent or the Manager shall each be at liberty to apply to the Leasehold Valuation Tribunal for further directions as to the implementation only of this order.

Dated this 6th day of August 2004

Signed:

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D Agnew
Chairman