



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference : **LON/00AG/LAM/2015/0011**

Property : **18 BARTHOLOMEW VILLAS,
LONDON NW5 2LL**

Applicant : **CAROLYN PORRETTA**

Representative : **MR A ROSENTHAL, COUNSEL**

Respondent : **VICTORIA KERI-NAGY**

Type of application : **Appointment of Manager**

Tribunal member(s) : **JUDGE T COWEN
MS S COUGHLIN**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **3 September 2015**

DECISION

1. In accordance with section 24(1) Landlord and Tenant Act 1987 ("the 1987 Act") Darren Powell MRICS of Ringley Chartered Surveyors, Ringley House, 349 Royal College Street, London NW1 9QS ('the Manager') is appointed as manager of the Property.
2. The order shall continue for a period of 2 years from 15 October 2015.
3. The Manager shall manage the Property in accordance with the order attached to this decision and marked "Appendix".

4. The Manager shall register this order against the landlord's registered title as a restriction under the Land Registration Act 2002, or any subsequent Act.
5. An order is hereby made under section 20C of the Landlord and Tenant Act 1985 ("the 1985 Act") that the costs incurred by the Respondent in connection with these proceedings are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Applicant.

REASONS FOR DECISION

- A. At the hearing, which was attended by Counsel for the Applicant, the Applicant and the Manager, the Tribunal was informed by Counsel for the Applicant that the Respondent's solicitor had stated on the telephone that the Respondent was not attending the hearing and would not be represented. The Tribunal was shown (by Counsel for the Applicant) email correspondence between the parties' respective solicitors dated from 2 and 3 September 2015, which demonstrated that the parties had agreed to the appointment of the Manager under section 24 of the 1987 Act and in the terms set out in the Appendix to this decision and that the parties had agreed to an order being made under section 20C of the 1985 Act. The Tribunal was also shown copies of a document marked "consent order" and signed by both parties to the same effect. The Tribunal was further informed by the Applicant's Counsel that the signed consent order and the draft order (which is now the Appendix to this decision) was emailed to the Applicant's solicitors on the morning of 3 September 2015.
- B. As a result of the above, the Tribunal is satisfied that both parties have agreed to the appointment of the Manager for a period of 2 years from 15 October 2015 on the terms set out in the Appendix.
- C. The Tribunal has considered the criteria set out in section 24 of the 1987 Act and is satisfied that circumstances exist which make it just and convenient for the order to be made within the meaning of sub-section 24(2)(b). Those circumstances are that the parties have agreed to the order being made and that the Tribunal has reviewed the terms of that agreement and has decided that they provide a suitable process for the management of the Property. Since the parties have reached a sensible agreement by process of negotiation, the Tribunal considers that it is just and convenient to give effect to that agreement.

Name: **JUDGE T COWEN**

Date: **3 September 2015**

Appendix

IN THE FIRST TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Ref. LON/00AG/LAM/2015/0011

Re: 18 Bartholomew Villas, London, NW5 2LL

BETWEEN

CAROLYN PORRETTA

Applicant

- and -

VICTORIA KERI-NAGY

Respondent

ORDER

UPON the application made on 11 June 2015 under Part II of the Landlord and Tenant Act 1987 for the appointment of a manager in respect of 18 Bartholomew Villas, London, NW5 2LL ("the Premises")

IT IS ORDERED THAT

[REDACTED]

2. The Manager shall manage the Premises in accordance with:

- (1) The respective obligations of the Respondent and her successors in title ("the Landlord"), as landlord under the leases of the three flats in the Premises ("the Flats"), with regard to

the management of the Premises, more particularly set out in clause 5(5) of the leases of the Flats; and

(2) In accordance with the duties of a manager set out in the Service Charge Residential Management Code published by the Royal Institution of Chartered Surveyors, approved by the Secretary of State pursuant to section 87 of the Leasehold Reform, Housing and Urban Development Act 1993.

3. The Manager shall be entitled to receive all service charges due to the Landlord pursuant to the Leases and shall collect such service charges from the lessees of the Flats (including the Respondent, as lessee of Flats B and C) subject to and in accordance with clause 4(4) of and the fifth schedule to the leases of the Flats.

4. The Manager shall apply all service charges and / or other sums received pursuant to the leases of the Flats (other than those representing his fees hereby specified) in the performance of the Landlord's covenants contained in the Leases.

5. The Respondent shall provide to the Manager and / or procure that within 14 days of 15th October 2015, the current managing agents, Salter Rex LLP, will provide to the Manager:

- (1) all books and records relating to the Premises in the possession of Salter Rex LLP/ or the Respondent;
- (2) the balance of any service charge monies held by the Respondent and / or Salter Rex LLP, including any reserve funds, together with up-to-date accounts;

(3) a schedule of all existing contracts relating to the Premises to which the Respondent is a party or in respect of which the Respondent has any rights and liabilities, which schedule shall state the terms of each contract, the terms of any variation thereof, the extent to which such contracts have been performed, and particulars of any claims which have been made or, so far as the Manager is aware, are likely to be made under each such contract.

6. The rights and liabilities arising under any such contracts to which the Manager is not a party shall become rights and liabilities of the Manager, subject to the Manager satisfying himself that they are proper and reasonable contracts. If he is not so satisfied, he shall serve a notice to that effect on the Respondent within one month of his appointment as Manager.

7. The Manager shall be entitled to prosecute claims in respect of causes of action vesting in the Landlord under the Leases before or after the date of his appointment.

8. The Manager shall be entitled to appoint an accountant to prepare the service charge accounts and / or such other surveyor, architect, engineer or other professional as he reasonably requires to assist him in carrying out his duties as manager and receiver of the Premises in accordance with this Order and the cost of any such appointments shall be apportioned pursuant to the service charge provisions in the leases of the Flats.

9. The Manager shall be entitled to remuneration in the annual sum of £1,750 (with VAT thereon), subject to annual increases at the rate of 5 per cent.

10. The Manager shall in the performance of his functions and duties and in the exercise of his powers under this Order exercise all the reasonable care and skill to be expected of a manager experienced in the carrying out the functions and duties and the exercise of the said powers and shall indemnify the Respondent in respect of any loss occasioned by any negligent act or omission of himself his servants or agents.

11. The appointment of the Manager shall be for a period of 2 years from the date of this order.

12. The Respondent's costs of and arising out of this application shall not be treated as relevant costs for the purposes of section 20C of the Landlord and Tenant Act 1985.

13. The Manager, the Applicant and the Respondent shall have liberty to apply to the Tribunal for further or other Orders and/or directions.