10798

FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	**CAM/00ME/LAM/2015/0002**
Property	:	**Springfield Court, Old Field Road, Maidenhead, Berkshire SL6 1TB**
Applicant	:	**Mrs Sharon Klein**
Representative	:	**Mrs Klein in person, accompanied by her husband and Ms Paula Harrington MRICS of Campsie, Chartered Surveyors, the nominated proposed Tribunal appointee**
Respondent	:	**1. The Shanley Group** **2. Springfield Residents Limited**
Representative	:	**For Springfield Residents Limited – Mr M Smith and Miss Lyon, Directors, accompanied by Mr Kim Thomas and Mr Ian Johns both of John Mortimer Property Management**
Type of Application	:	**Section 24 of the Landlord and Tenant Act 1987**
Tribunal Members	:	**Tribunal Judge Dutton** **Miss M Krisko BSc (Est Man) FRICS** **Mr D Barnden MRICS**
Date and venue of Hearing	:	**Elva Lodge Hotel, Maidenhead on 19th May 2015**
Date of Decision	:	**8th June 2015**

DECISION

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DECISION

1. **The Tribunal declines to make an order appointing a manager under provisions of Section 24 of the Landlord and Tenant Act 1987 (the Act) for the reasons set out below.**
2. **The Tribunal declines to make an order as to costs under Rule 13 of the Tribunal Procedure (First Tier Tribunal) (Property Chamber) Rules 2013 (the rules) for the reasons set out below.**

BACKGROUND

1. This application was made by Mrs Sharon Klein and received at the Tribunal offices on 17th February 2015. The application sought the appointment of Ms Paula Harrington as a manager under the provisions of the Act. The Application contained much detail as to the reasons why it was considered that a Tribunal appointed manager was necessary and was accompanied with a copy of the notice issued under the provisions of Section 22 of the Act to the Respondent Company. The notice refers to the Applicants in the plural but it is right to record that only Mrs Klein was a party to this application and there was no evidence that the other eight leaseholders supported her request for the appointment of a manager. The grounds set out in the notice indicate that the landlord was in breach of obligations owed to the tenants and was also in breach of the Code of Practice approved by the Secretary of State under the Leasehold Reform, Housing and Urban and Development Act 1993 and further was in breach of the Companies Act 2006.

2. The breaches of obligations were said to be that the Respondent had failed to maintain the reserved premises in good and substantial repair and that works that were intended following the service of notices under Section 20 of the Landlord and Tenant Act 1985 had not been pursued. The notice states that "the minority of residents who refuse to pay nominated themselves to become directors with the sole purpose of halting these works."

3. In respect of breaches of the RICS Code of Practice it is said that the managing agents, John Mortimer, appeared to have a conflict of interest and had acted in breach of the ARMA Code of Practice for reasons set out. The third allegation was breaches of the Companies Act 2006 alleging a conflict of interest and an intention to promote the personal interests of the directors and not the company. It is right to record that no copy of the Companies Act sections 171 – 175 were provided. The fourth element of the grounds detailed allegations of harassment and mismanagement which we will return to in due course. The fourth schedule of the notice set out that which was required to be done to correct the perceived misdoings.

4. It is helpful we think to briefly set out the history of Mrs Klein's ownership and the issues that have arisen. Apparently Mrs Klein has been an owner of Flat 9, which sits in the roof space of the building, for at least 17 years and for that period was a Director of the Respondent Company. It appears that the property was built in around 1987 and Mrs Klein's flat together with two others still have the original wooden windows. It seems that the leaseholders of the other six flats (there being nine in total) have replaced their own windows over a period of time, it is said technically in breach of the terms of their leases.

5. Mrs Klein told us in her application that in February of 2013 she had noted that her windows were leaking and the timber was becoming rotten. She apparently contacted the landlords seemingly with the view to replacing the windows. She was it seems informed that the windows were the responsibility of the Respondent company and in March of 2013 she had a meeting with John Mortimer Property Management (JMPM) to discuss the situation. This resulted in Section 20 notices being issued, the first being on 1st May 2013 which appeared to provide for the replacement only of the Velux and dormer windows in Mrs Klein's flat.

6. A report was commissioned in June of 2013 from A R Collinson Limited, Chartered Building Consultants which said report was included in the papers before us. This stated that the windows could be serviced and repaired at a lesser cost in the shorter term rather than replacing the windows but they will, as in the past, need regular maintenance. The report also went on to suggest that some of the glazed sealed units of the Velux windows, of which there are five in Mrs Klein's flat, had misted up. It was suggested that a competent FENSA/glazing company was engaged to replace the glass in accordance with building regulations.

7. Notwithstanding this report, on 8th October 2013 the second part of the consultation process under Section 20 was initiated where three alternatives quotes were given indicating window repairs, wooden window replacement or UPVC window replacements. The difference between the replacement by UPVC and window repairs was quite negligible. The notice in the bundle of documents supplied prior to the hearing also recorded observations made by leaseholders. It was also noted from the bundle that costings were obtained for the replacement of a communal windows, which were also wooden, and for the replacement of the wooden windows for the two flats which had not been replaced (Nos 4 and 5). The matter then progressed and in January of 2014 JMPM issued demands for payment of £640.94 from each leaseholder as a contribution to the costs of the replacement of the Velux and dormer windows in Mrs Klein's flat. Shortly thereafter an AGM took place and it appears that a number of leaseholders attempted to have themselves appointed as Directors. This did not take place but subsequently at an EGM three new Directors were appointed, including Mr Smith and Ms Lyon, and on 29th April 2014 Mrs Klein resigned as a Director of the Respondent Company.

8. The new Directors halted the works to Mrs Klein's windows for the reasons that are set out in their response contained in the bundle. Part of the reason for halting the works was that there appeared to have been no consideration of works to the remaining wooden windows at the property. Furthermore the survey obtained in June 2013 indicated that the windows could be repaired and also raised the issue with regard to the glass in the Velux which it appears to be accepted is the responsibility of the leaseholder and not the Respondent.

9. It is clear from the papers before us that there has been a breakdown between Mrs Klein and the new Directors.

10. As we have indicated above, we were provided with a substantial bundle of documents prior to the Hearing. This included the notice under Section 22 of the Act, the application and details concerning Miss Harrington and the management

agency agreement that they would enter into if she were appointed. We also had in addition to the application a foreword and overview prepared by Mrs Klein, the contents of which we noted and this also included copies of the Section 20 notices, the report we have referred to above and minutes of meetings and emails. A further section contained documentation that had come into existence since the beginning of 2014, which included emails, copies of minutes of meetings, including a copy of the letter to the Property Ombudsman, and further correspondence.

11. Under Section 2 was to be found the Respondent's papers. These included a number of emails and documents relating to issues concerning matters that were not before us but did nonetheless appear in the course of the proceedings such as the alleged noisy water pump and flooring in Mrs Klein's flat. We were provided with a copy of Mrs Klein's lease and finally under section 4, details of the alleged harassment relating to the water pump, flooring and the return of a key card that Mrs Klein held in her capacity of Director of the Company. This section also included copies of correspondence relating to a sub-tenant who had occupied one of the flats in the building.

INSPECTION

12. We inspected the building and Mrs Klein's flat on the morning of 19th May. The building is a three storey block, which includes loft accommodation, being Mrs Klein's flat, which spans the whole of the building. The building sits in its own grounds with ample car parking to the rear and some to the front and appeared to be in good external order except that the original wooden windows were showing some sign of wear and tear and were in need of some attention. The common parts appeared to be in reasonable order but we were told were due redecorating following fire prevention works that had recently been completed.

13. We were able to inspect the interior of Mrs Klein's flat. Initially she had refused access to Mr Smith, one of the Directors of the Respondent Company and with whom she appeared to have something of a personal disagreement. However, she relented and was willing to allow Mr White to make a brief inspection of the windows in our presence. He did so, but also asked us to listen to the alleged noise associated with a water pump. We declined to do so, it not being part of the proceedings before us.

14. The flat has four dormer windows and five Velux windows. At least three of the Velux windows show signs of misting. The exterior to the windows to the rear of the property are in better condition than those to the front, but all needed some attention. From our brief inspection there appeared to be no obvious evidence of rot or decay to the window frames and certainly the Velux windows, excepting the glass, appeared to be sound.

HEARING

15. The Hearing took place at the Elva Lodge Hotel in Maidenhead commencing at just after 11.00am. Mr and Mrs Klein were in attendance as was Paula Harrington, the proposed manager. For the Respondents, Mr Smith and Miss Lyon also attended together with Mr Thomas and Mr John both of JMPM, the latter having been summonsed to attend by Mrs Klein.

16. Mrs Klein took us through the terms of the Section 22 notice and almost immediately directed us to a letter purportedly sent from the Resident Company dated 6th November 2014 which suggests that the Directors were concerned about "potential fraud." Mrs Klein told us that she had asked for the windows to be repaired and had spoken to the freeholder, the Shanley Group, who had suggested that she contact JMPM. She said that she left it entirely to JMPM to deal with the Section 20 procedures and that no survey had been carried out before the first notice under Section 20 was issued in May of 2013. She says that she talked about other windows that needed doing, but that Mr Dunmall of JMPM said that he would deal with the matter and that he was to leave it in his hands. She confirmed that there was no correspondence from her raising possible works to the other original wooden windows in the building.

17. She told us she had not lived at the property since 2014 and that the leaseholders, apart from the Directors of the Respondent Company, were unaware of the present situation. Mrs Klein drew to our attention a letter she had sent to the leaseholders in May of 2013 informing them that Sara Rhodes was resigning her position as Director because she was moving and sought to encourage other leaseholders to become Directors of the Respondent Company. Apparently nobody came forward in response to this letter. She then sought to highlight the allegations of harassment that she relied upon in the notice. We noted all that was said, in particular the correspondence that passed between Mr Smith, one of the new Directors, and a Mr Stephenson who appeared to be a sub-tenant of Flat 2 with whom it seems there had been some difficulties. Mrs Klein also raised a letter from Mr Smith of 27th December 2001 in which he volunteered to provide some assistance in connection with a set of rules for the Respondent Company to cover new tenants in respect of such issues as parking, smoking, satellite dishes etc.

18. Still on the question of harassment there was an exchange between the parties concerning the handover of a key authorisation card which we will not dwell on. There was also a concern raised by Mrs Klein in respect of the allegations made that she was in breach of the lease in not having carpeted her flat. Her concern was that the managing agents appeared to have accepted an allegation of breach of the lease and had raised this in a letter to Mrs Klein's solicitors who were in the process of selling Mrs Klein's flat. She was of the view that JMPM were too ready to respond to the request of the new Directors. We also heard evidence on the question of a water pump which it was alleged had been noisy. She told us she had moved out in 2014 and had not been living at the property since but that when she returned she was frightened to flush the toilet or wash her hands in case a complaint was made. She also pointed out that no complaint had been made by Miss Lyon in the five years that she had lived in the property prior to Mrs Klein leaving same.

19. We then returned to the windows. She referred to a letter from Shanleys, apparently following an inspection, which appeared to agree that the windows needed attention. She had spoken to Mr Ian Johns who was the manager of the property who in turn had introduced her to Mr Dunmall. She said that she relied on JMPM to deal with all aspects relating to the s20 procedure but conceded that she did not press them to consider the repairs or replacements to the other original wooden windows. No other Directors were involved because none had come

forward although she says that the original works were with the agreement of her then fellow Director. She told us that she did not think it was wrong for the new Directors to review the works and indeed she thought that the Section 20 procedures were flawed. Her complaint was about the delay in the work being undertaken and that it now appears that it is being abandoned. She was also concerned that the complaints about the water pump and flooring were made after she had left the property and did not understand why if they had been an issue they had not been raised beforehand. She believed that the managing agents were not acting properly and were being subjected to unfair pressure from the Directors.

20. After the luncheon adjournment we heard from Mr Johns who had been summonsed to attend by Mrs Klein. He told us that he had been involved as the Property Manage with Springfield Court since 2009 and had a portfolio of some 80 properties. Asked about the instructions to undertake the window works to Mrs Klein's flat, he said that he had requested a letter of instruction which had been sent to him apparently dated 5th April 2013. This letter was at page 52 of the bundle. The letter is somewhat ambiguous in its intent. It appears on first reading to be a request by Mrs Klein, supported by Sara Rhodes, for permission to replace her windows. However, it appears to have been accepted by JMPM as instructions to process the Section 20 application. When asked whether he took instructions from clients he confirmed that he would do whatever they were asked to do by the client. He confirmed that he was not aware that Mr Smith or Miss Lyon had attended meetings of the Respondent Company before becoming Directors and was satisfied that Mrs Klein was doing a good job in managing the property. He said he had no "big involvement" with the Section 20 process which was dealt with by Mr Dunmall.

21. We then heard some evidence concerning the request for the key card authorisation thought it appears clear that this was given to Mr Johns some considerable time before that information was conveyed to the Respondent. He also confirmed he was not aware of any significant issues with regard to the water pump. When asked about his response to enquiries before contract raised by Mrs Klein's solicitors on the sale, he said that he was just responding as a standard sale inquiry. There then followed some questions and answers relating to the alleged breaches of lease but when asked what had happened to the money that had been collected under the Section 20 process he confirmed this was being held and was not really aware why it had not been returned to the leaseholders. He confirmed that at a Directors meeting in May of 2014, when a number of other matters were discussed, the window works were finally put on hold. He did concede that he thought it was JMPM's responsibility to circulate information to the leaseholders. When asked whether he thought it was appropriate for the Section 20 procedure to deal solely with top flat windows, he confirmed that with hindsight he did not think that was the proper way of dealing with the matter.

22. We then heard from the Respondents and initially Miss Lyon. She referred to the second stage of the Section 20 procedure and the issues that she raised with Mr Dunmall in an email of 12th May 2013. She also referred to emails she sent in response to the initial Section 20 process, clearly challenging the need to replace the windows and indeed putting forward her own suggested contractor. Reference was also made to a meeting in November of 2013 when a surveyor's report was

reviewed. Apparently at the meeting it was suggested that Mr Smith would produce a document dealing with issues but Mrs Klein says that she never received that. On receipt of the second Section 20 notices she had contact JMPM but got no satisfactory response. The present directors of the Respondent decided, at the AGM, to stand as Directors but were refused apparently because they had not paid the outstanding service charges. At the following EGM the new Directors were nominated and supported by six votes each.

23. The question of the creation of the reserve fund was referred to, which it was said had been raised previously with Mrs Klein. It was suggested that "the harassment was in Mrs Klein's head". An explanation was given as to the problems that had arisen with the sub-tenant and his parking of a mobility scooter in the wrong place. It was also confirmed by Mr Smith and Miss Lyon that there had been no formal complaint made by either of them with regard to the alleged noisy water pump or in respect of the laminated flooring, which appears to be a flooring adopted by other leaseholders in the building. We were told that there had been no further AGM, which should have taken place in February and that there had been little communication with the other residents. Mr Smith told us that he had in fact been a Director of the Respondent Company on at least four previous occasions and in the period 1988 to 1991 had been involved in managing the building without a managing agent. He was content with the management of JMPM who had been involved with the building since the early days. They pay approximately £1,200 per annum for the management of the nine flats and he doubted that JMPM made a great deal of profit out of this particular property.

24. Mr Thomas from JMPM confirmed that his company was content to continue with the management of the building

25. Mrs Klein at the conclusion of the Hearing asked that we order the Respondents to pay costs under the provisions of Rule 13 and that those costs were in the region of £2,000. She thought that JMPM were negligent and were not RICS or ARMA registered. This was denied by Mr Thomas who told us that the ARMA renewal was in June and they were fully aware of the code and requirements of the RICS code of practice.

26. We then heard from Miss Harrington concerning her position and her merits as a proposed manager. However, by reason of the decision was have made it is not necessary for us to go into great detail other than to record the fact that her flat fee would be £2,250 per annum for the building and that there would be additional charges if works outside the terms of the management agreement were required.

THE LAW

27. The law applicable to this application is set out in the attached appendix.

FINDINGS

28. This has been a difficult case to decide. We accept Mrs Klein's evidence that she relied on JMPM to deal with the Section 20 procedures and had not great input into same. It should be noted, however, that at no time did she appear to ask

JMPM to investigate the potential costs of replacing the other wooden windows in the building nor to pursue the points raised in the expert's report obtained in May 2013 of repairs and the replacement only of the glass in the Velux windows which under the terms of the lease would have been at her expense. We accept that she had consulted with the other director of the Respondent company prior to the section 20 process being started. She did not seem to complain that when new Directors decided not to proceed with the works it was not unreasonable for JMPM to put them on hold.

29. We accept that during her period of Directorship Mrs Klein had done all that she could to ensure that the property was well maintained and at a reasonable cost. She is, however, in the process of selling her flat and indeed had it not been for the dispute with regard to the replacement/repairs of the windows in her flat the sale would have in all probability have gone through long before now.

30. On the evidence that was made available to us and on our inspection, it seems that the windows do not need to be replaced. Indeed the report obtained in May 2013 talks of the possibility of carrying out repairs but that would have to be on a regular basis. No reserve fund is in place. It seems to us, therefore, that the proper way of dealing with the matter would be to have the windows repaired as necessary, which would include the wooden windows in those other flats that have not had their windows replaced, and to create a reserve fund to enable the windows to be replaced at some time in the not too distant future and certainly before the next cyclical decorating process. It would be appropriate it seems to us for the Respondents to consider between the leaseholders how a contribution is to be made in respect of these windows when six of the nine flats appear to have replaced their own windows presumably at their own expense.

31. Insofar as the Velux windows are concerned, the expert's report appears to indicate that it is the seal around the glass that has blown. The lease appears to make it clearly the responsibility of the leaseholder to deal with the glass and accordingly if the frames are sound, which appears to be the case, it would be for Mrs Klein to deal with the misted windows at her own expense. Accordingly, insofar as the first complaint is concerned that the Respondents have not put into action the Section 20 proposed works, we find that they were quite entitled not to do so. The only independent report would indicate that replacement is not required and the blown glass in the Velux window is the responsibility of Mrs Klein to resolve unless it can be shown that it is the frame of the window which has caused that problem. There is no suggestion in the May 2013 report that that is the case and our inspection appeared to indicate the frames of the Velux window were sound. We do not find that either the Respondents or JMPM are at fault insofar as that particular element of the Section 22 notice is concerned.

32. It follows that the alleged breaches of the RICS code of practice are also no proven. There may have been some lack of communication but the non-delivery of the works to the windows is perfectly reasonable. It is we think slightly ironic that Mrs Klein alleges JMPM to be responding too quickly to the actions requested of them by the Directors when that is of course what they have done in respect of the Section 20 procedures where perhaps a more proactive managing agent might have raised with the Respondent and Mrs Klein as its Director the need to review the other windows as well. Further, having got an expert's report dealing with the

possibility of repairs and replacement of the glass, it seems to us that should have been pursued instead of the continuing Section 20 procedures leading to a proposed complete replacement of all windows in Mrs Klein's property alone. Although she says she left all the Section 20 procedures to JMPM, as a Director of the Respondent Company she clearly had responsibility to ensure that the actions being taken by JMPM were not prejudicial to other leaseholders. We are not satisfied that she did discharge that burden.

33. The breaches of the Companies Act were not made out. No copies of the relevant sections of the Act were produced and it is difficult to see how the new Directors have acted contrary to the interests of the other leaseholders in that they have been the cause of stopping of the window replacement works to Mrs Klein's property. It seems clear that they have continued with other management requirements and certainly on inspection the block appeared to be in good condition.

34. Another reason that persuaded us not to make a management order in this case was the fact that Mrs Klein could dispose of her flat at any time. Apparently it is under offer and she wishes to sell having been living away from the property for over a year. It would seem to us therefore, unreasonable to foist upon the remaining leaseholders a management order requiring them to pay double the annual management costs. In truth the condition and management of the building appears to be acceptable, bearing in mind there are but nine flats and that each leaseholder is a member of the Respondent Company and can, by taking the proper steps under the Companies Act, seek appointment as a Director. We do not think it is therefore just and convenient to appoint a managing agent under the auspices of a Tribunal order to deal with the management of this building when the only issue appears to be what is to be done to the windows in Mrs Klein's flat if not to be replaced.

35. The issues relating to alleged breaches of the lease and harassment are not in truth of great relevance to the application before us. It seems that the laminate flooring has been situ for some time and a number of other leaseholders we were told have a similar floor covering. As a matter of comment, the lease refers to carpeting and we would not think that a laminate floor falls within that definition. However, if it can be shown that suitable sound-proofing has been installed then that may be sufficient to ensure that there is no breach of that term of the lease. Insofar as the water pump is concerned, Mr Johns told us that he could not hear any unusual noise when he last visited the flat with Mrs Klein and no complaint was made of this whilst Mrs Klein was living in the property. Indeed no complaint was made in respect of the flooring. It does seem to us, therefore, that these matters have been raised somewhat after the event and one can only conclude that may have been put forward as some form of inconvenience and part of the ongoing disagreement between Mrs Klein and the new Directors.

36. We are not satisfied that any of the grounds have been made out as provided for in Section 24 of the Act. In any event we do not consider it just and convenient to appoint a Tribunal manager in respect of the building. We therefore decline to make such an order.

37. Given the findings that we have made, we do not consider the Respondents have acted unreasonably in defending or in the conduct of the proceedings and

accordingly any claim by Mrs Klein for costs under rule 13 of the Rules is also dismissed.

38. As a matter of comment, we would recommend that a reserve fund is now set up as quickly as possible. It would be sensible we think to obtain some form of survey of the building to determine what steps need to be taken and when. As we have indicated above, the building itself appears to be in reasonable order and certainly the replacement of the remaining wooden windows, subject to coming to some form of agreement between the leaseholders if possible as contributions, would certainly reduce the ongoing decorative costs. We were told that the common parts were to be decorated now that the fire safety works have been concluded which seems sensible, but all in all it seemed to us that the building was being well run by the Respondents and that they should be allowed to continue to do so.

Judge: ____________________

A A Dutton

Date:

The relevant Law

S24 Appointment of manager by a Tribunal.

(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 court thinks fit.

(2) A leasehold valuation 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

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

(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;

(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 court 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 court 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 court 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) A leasehold valuation 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 a leasehold valuation 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