

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE****LEASEHOLD VALUATION TRIBUNAL**Case number : **CAM/26UD/LVM/2007/0003**

**Property** : Flats 1– 12 Willowdene, Mill Lane, Watton at Stone, Herts SG14 3TT

**Application** : For variation of the existing management order dated 17<sup>th</sup> February 2005 [LTA 1987, s.24(9)],

**Applicant** : Janet Trinnaman (as Receiver & Manager)  
c/o GEM Estate Management Ltd, 10 Works Road, Letchworth, Herts SG6 1LB

**Respondent** : The leaseholders of all 12 flats in the above property

**ORDER VARYING AN ORDER FOR THE  
APPOINTMENT OF A RECEIVER AND MANAGER**

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**Tribunal** : G K Sinclair (chairman), Marina Krisko B Sc (Est Man) FRICS, & G J Dinwiddy FRICS

**Hearing date** : Friday 29<sup>th</sup> February 2008 at Ware Priory, Hertfordshire

**BY CONSENT  
IT IS ORDERED THAT :**

1. The Order dated 17<sup>th</sup> October 2003 (ref. CAM/26UD/NAM/2003/0001) appointing Mrs Janet Trinnaman, of GEM Estate Management Limited, CPM House, Works Road, Letchworth, Herts SG6 1LB as Receiver and Manager of the estate and premises known as Willowdene, Mill Lane, Watton at Stone, Herts SG14 3TT (Title No HD215219), which Order was :
  - a. extended for a further three years by Order dated 17<sup>th</sup> February 2005, and
  - b. further continued in force until after this application was heard and determined (or until further order) by a Directions Order dated 5<sup>th</sup> December 2007, is hereby varied as follows.
  
2. Mrs Janet Trinnaman shall cease to act as Receiver & Manager with effect from close of business on Monday 31<sup>st</sup> March 2008, and in connection therewith :
  - a. Before that date she shall use her best endeavours to liaise and co-operate with the incoming Receiver & Manager so as to ensure as smooth as possible a hand-over of responsibility.
  - b. As soon as reasonably practicable after 31<sup>st</sup> March she shall furnish the incoming Receiver & Manager with a full account of her dealings concerning the current service charge year and deliver up to her all books and papers and all funds held by her relating to the property (net to her agreed fees and charges for

management up to that date)

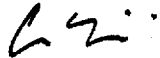
- c. As soon as reasonably practicable after recovery from Mr Stefan Kitching of the costs awarded to her as Claimant in Claim No 6LU05070 proceeding in the Luton County Court (allowed by a Default Costs Certificate dated 18<sup>th</sup> February 2008 in the sum of £7,130.13 plus interest) she shall forward to the incoming Receiver & Manager for the benefit of the service charge account any balance remaining after deduction of such part of the legal costs of that claim (and of enforcing the costs order) as had been advanced by GEM Estates Ltd on her behalf as Receiver & Manager.
3. Halcyon House, Limited ("the incoming Receiver & Manager"), of 1 St Martins Road, Knebworth, Hertfordshire SG3 6EP is appointed Receiver & Manager of the above property with effect from Tuesday 1<sup>st</sup> April 2008, day to day management being primarily the responsibility of its managing director, Ms Caroline Low.
  4. Paragraphs 2 to 8 inclusive of the Management Order dated 17<sup>th</sup> October 2003 shall thereafter cease to apply, being replaced by the following provisions of this Order.
  5. Halcyon House Ltd shall manage the property in accordance with :
    - a. The respective obligations of the lessor and the lessees under the various leases by which the flats at the property are demised ("the leases") and in particular, but without prejudice to the generality of the above, with regard to the repair, redecoration, and provision of services to and insurance of the property;
    - b. Its own standard terms and conditions of engagement for block management, and
    - c. With due regard to the duties of a manager as set out in the Service Charge Residential Management Code ("the Code") published by the Royal Institution of Chartered Surveyors and approved by the Secretary of State pursuant to section 87 of the Leasehold Reform, Housing & Urban Development Act 1993.
  6. For the avoidance of doubt, as no member of staff of the incoming Receiver & Manager either has the qualifications or the practical experience to handle constructions contracts, any qualifying works (within the meaning of section 20 of the Landlord and Tenant Act 1985 and the Service Charges (Consultation Requirements) (England) Regulations 2003, or any statutory replacement or re-enactment thereof) which may be required at the property shall be undertaken by the Receiver & Manager only under the supervision of a chartered building surveyor or quantity surveyor, architect or chartered engineer; save by order of the tribunal made upon written application.
  7. As incoming Receiver & Manager it shall :
    - a. Receive all sums whether by way of ground rent, insurance premiums, payment of service charges or otherwise arising under the leases,
    - b. Account to the freeholder for the time being of the property for the payments of ground rent received by it; and
    - c. Apply the remaining amounts received by it (other than those representing the company's fees specified in this Order) in the performance of the lessor's covenants contained in the leases.

For the avoidance of doubt, while the freehold title to the property remains *bona vacantia*

and vested in the Crown, all sums recovered by way of ground rent shall be held to the order of the Treasury Solicitor and applied at his direction.

8. The incoming Receiver & Manager shall make arrangements with the present insurer of the building to amend the name of the insured in the insurance policy presently effected so that its name is recorded as Receiver & Manager of the property and thereafter in future policy years arrange for adequate insurance cover to be taken out with a reputable insurer in respect of the risks specified in the leases and such other normal or ordinary risks as in its discretion as Receiver & Manager it considers fit, ensuring that the names of all the leaseholders and their mortgagees are noted thereon.
9. The incoming Receiver & Manager shall be entitled to be remunerated at the agreed rate of £7.50 per flat per month (£90 per flat per year) plus VAT, which for the avoidance of doubt shall be recoverable as part of the service charge as defined in clause (xi) of the 1<sup>st</sup> Schedule to the leases.
10. This Order shall remain in force until 31<sup>st</sup> December 2010 unless varied, extended or revoked by further order of the tribunal; and the Receiver & Manager and every lessee shall have liberty to apply to the tribunal for further directions.
11. A copy of this Order shall be served by the tribunal office forthwith upon the Crown Estate.

Dated 12<sup>th</sup> March 2008



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Graham K Sinclair – Chairman  
for the Leasehold Valuation Tribunal