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HM Courts & Tribunals Service

Residential Property TRIBUNAL SERVICE

LONDON RENT ASSESSMENT PANEL

DECISION OF THE LEASEHOLD VALUATION TRIBUNAL ON AN APPLICATION UNDER CHAPTER 1 OF THE COMMONHOLD AND LEASEHOLD REFORM ACT 2002

Case Reference:	LON/00BE/LRM/2012/0008
Premises:	Metro Central Heights, 119 Newington Causeway, London
Applicant(s):	Metro Central Heights RTM Company Limited
Representative:	The Right to Manage Federation Limited
Respondent(s):	Proxima GR Properties Limited
Representative:	Estates and Management Limited
Date of hearing:	18 June 2012
Appearance for Applicant(s):	Mrs Margarita Madjirska-Mossop (Solicitor)
Appearance for Respondent(s):	Lindsay King de Lagrutta, Estate and Management Limited (written submissions only)
Leasehold Valuation Tribunal:	Robert Latham MA (Lawyer Chair) Stephen Mason, BSc FRICS FCIArb Mrs R Turner JP BA
Date of decision:	4 July 2012

Decisions of the Tribunal

The Tribunal determines that the Applicant was on the relevant date entitled to acquire the right to manage the premises specified in their Claim Notice dated 27 January 2012.

The Application

1. By a Claim Notice, dated 27 January 2012 (at Tab 1 of the Bundle), the Applicant gave notice to the Respondent that it intends to acquire the Right to Manage ("RTM") the premises at Metro Central Heights, 119 Newington Causeway, London SE1 6DB and appurtenant property ("the premises") pursuant to Chapter 1 or Part 2 of the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act").

2. By a Counter Notice, dated 2 March 2012 (at Tab 2), the Respondent disputed the claim alleging that the Applicant had failed to establish compliance with section 78 of the 2002 Act. The Respondent asserted that:

   (i) The premises do not comply with section 72 in that they do not consist of a self-contained building or part of a building, with or without appurtenant property;

   (ii) No Notice of Intention to Participate was served on the lessee of Flat 288;

   (iii) The Claim Notice specifies the wrong person as the qualifying tenant of Flat 16.

3. On 14 March 2012, the Tribunal received an application under section 84(3) of the 2002 Act. On 22 March (at p.229-8), directions were given allocating the case to the paper track. Pursuant to these directions, the parties filed their Statements of Case: The Applicant's is at p.80-1 and the Respondent's at p.56-58. Following the Applicant's request for a hearing, further directions were given on 27 April (at p.221-222). The case was listed for hearing on 18 June.

4. On 6 June, the Applicant sent in bundles to the Tribunal as directed. Both parties filed statements from experts. The Applicant sought clarification as to whether the Tribunal required the attendance of experts. The directions were silent on this point.

5. On 11 June, the Respondent e-mailed the Tribunal requesting a postponement. They explained that their expert was not now available and on the basis that experts were required, or should be required to attend, the hearing, they would be grateful for an adjournment. The Applicant's solicitor opposed the request for postponement. They argued that their client would be prejudiced by delay of their RTM acquisition date and that an inspection would be sufficient for the

determination of the matter – the main issue being whether the premises qualify as a self-contained building.

6. On 12 June, the Tribunal, having regard to the provisions of Regulation 15 of the Leasehold Valuation Tribunal (Procedure) (England) Regulations 2003, refused the adjournment. The Tribunal was satisfied that the application could be fairly determined without the attendance of experts. Arrangements were made for an inspection at 10am on the morning of the hearing.

7. On 14 June, the Respondent notified the Tribunal that they did not intend to attend either the inspection or the hearing. They were content to rely on their written representations and skeleton argument.

The Inspection

8. The Tribunal duly inspected the premises prior to the hearing. Professor Nobay, Mr Glynn (directors of the Applicant) and Mr Bignell (an executive with the Right to Management Federation Limited) were present. We had particular regard to the matters raised in the written reports of the two experts, namely Simon Levy, FRICS, dated 24 May 2012 filed on behalf of the Applicant (at pp.83-90) and Alistair Mason of Bunch and Duke, Chartered Surveyors, dated 4 April 2012, filed on behalf of the Respondent (at pp.60-63). The inspection clarified the issues raised in the reports.

The Hearing

9. The Applicant was represented by Mrs Mossop. No live evidence was heard. Mrs Mossop relied on her skeleton argument, dated 8 June.

10. The Respondent did not attend either the inspection or the hearing. Lindsay King de Langutta filed a skeleton argument, dated 12 June.

The Background

11. The premises to which this application relates are defined in the Claim Notice (at Tab 1) as "Metro Central Heights, 119 Newington Causeway, London and appurtenant property". This includes 422 residential flats. 244 of qualifying tenants are members of the Applicant Company.

12. We have been referred to two leases which are at Tab 6 and 7. The leases relate to Flat 408 in "Block C" (Metro East) and Flat 2 in "Block B" (Metro North). In each case there is an identical definition of the building (see pp. 139 and 184).

13. Metro Central Heights is a substantial multi storey residential flat development which was formed and created following the conversion of commercial offices known as Alexander Fleming House, originally built in the 1960's to a design by

the modernist architect, Erno Goldfinger. It was converted in the late 1990's. The construction/design appears to consist of a concrete and steel framed structure in a contemporary style with four multi-storey towers assembled around a central courtyard communal garden. The four towers are directly physically connected by substantial glazed suspended walkways which form part of the original architectural design. A basement car park extends below the majority of Metro Central Heights, including the central courtyard garden.

14. To the south-eastern side of Metro Central Heights, there is a relatively new separate multi storey block constructed by St Georges which is known as "Vantage". This is a separate block which is not integral to Metro Central Heights having been built later and being fully detached from Metro Heights Central. The documentation at Tab 10 suggests that the initial planning application for this block was submitted in June 2005.

15. In the North tower, of Metro Central Heights there are facilities including reception, resident lounge, gymnasium, swimming pool, as well as management services located on the ground floor and basement. The occupiers of Vantage have rights to use these facilities.

16. To the south-west of Metro Central Heights, there is a further block which comprises the Elephant & Castle Public House with some five floors of residential accommodation above. The freehold owner is Saltmill Limited. These residents also have some rights of way and parking over the surrounding private roads, footpaths and access areas.

The Issues raised in the Respondent's Counter Notice

17. The relevant legal provisions are set out in the Appendix to this decision.

18. Chapter 1 of Part 2 of the 2002 Act enables long lessees of flats in a self-contained building or part of a building in certain circumstances to acquire and exercise the right to manage the premises. They acquire and exercise that right to manage through the medium of a RTM company. The Applicant was established for this purpose. The first issue is whether these premises fall within the scope of the 2002 Act.

19. Under section 74, those entitled to be members of the RTM company are the qualifying tenants of the flats and, after the date on which the RTM is acquired, the landlords. A claim to acquire the right to manage is made by the RTM company (section 79). Section 78 provides for the service of a Notice of Invitation to Participate on any qualifying tenant who neither is nor has agreed to become a member of the RTM company. The Applicants served such a Notice on 11 November 2011 (at p.127-133). The Respondent contend that the RTM application cannot proceed because of the Applicant's failure to serve such a notice on the lessee of Flat 288. It is to be noted that the premises include some 422 flats of whom some 188 lessees were qualifying tenants who were not members of the RTM company. This is Issue 2.

20. Under section 79, the RTM company must serve a Notice of Claim to acquire the right to manage on the landlord. This notice must state the name of each person who is both a qualifying tenant and a member of the RMT company. The Applicants served the Claim Notice on 27 January 2012 (at Tab 1). The Respondent contends that the notice specified the wrong person as the qualifying tenant of Flat 16. This is issue 3.

21. Having considered the evidence and submissions from the parties and considered all of the documents provided, the Tribunal has made determinations on the various issues as follows.

Issue 1 – Do the Premises comply with the 2002 Act?

22. In their Counter Notice (at p.14), the Respondent contend that the premises specified in the Claim Notice are not premises within the meaning of the Act. Their expert, Alistair Mason (at p.62) elaborates upon this:

(a) Although the buildings are separate from other buildings within the curtilage of the site, they are not capable of being developed independently.

(b) The buildings referred to in the Notice share services with other parties of the site.

The Applicant contends that this approach is misconceived.

23. The starting point is Section 72 of the 2002 Act (emphasis added):

> "(1) This Chapter applies to premises if—
>
> (a) they consist of a self-contained building or part of a building, with or without appurtenant property,
>
> (b) they contain two or more flats held by qualifying tenants, and
>
> (c) the total number of flats held by such tenants is not less than two-thirds of the total number of flats contained in the premises.
>
> (2) A building is a self-contained building if it is structurally detached.
>
> (3) A part of a building is a self-contained part of the building if—
>
> (a) it constitutes a vertical division of the building,
>
> (b) the structure of the building is such that it could be redeveloped independently of the rest of the building, and
>
> (c) subsection (4) applies in relation to it.

(4) This subsection applies in relation to a part of a building if the relevant services provided for occupiers of it—

(a) are provided independently of the relevant services provided for occupiers of the rest of the building, or

(b) could be so provided without involving the carrying out of works likely to result in a significant interruption in the provision of any relevant services for occupiers of the rest of the building.

(5) Relevant services are services provided by means of pipes, cables or other fixed installations.

(6) Schedule 6 (premises excepted from this Chapter) has effect."

24. It will thus be seen that premises may either consist of (i) "a self-contained building" or (ii) "a self-contained part of a building". The Applicants rely on the first of these formulations. Mrs Mossop contends that the second formulation has no relevance to this case. We agree with her.

25. A building is "a self-contained building" if it is "structurally detached" (sub-section 2). This is the issue which is addressed by Simon Levy in his report for the Applicants (at p.83-90). His instructions are clearly set out at [2.02] of his report. He sets out the relevant facts which lead him to conclude that the premises are a self-contained building. Given this conclusion, he does not consider it necessary to address the alternative formulation as to whether the premises are "a self-contained part of a building" (see [4.09] of his report).

26. The Respondent's expert, Alistair Mason (at p.60-63) does not set out his instructions. However, it is apparent to the Tribunal that he has rather sought to address the second formulation upon which the Applicants do not rely. The issue as to whether the structure of the relevant premises is such that it could be redeveloped independently of the rest of the building only applies if the premises are "a self-contained part of a building" (sub-section 3). Equally, the issue of shared services only arises if the premises are "a self-contained part of a building" (sub-section 4). Mr Mason does not address the real issue as to whether the relevant premises are "a self-contained building".

27. Equally, the Respondent only addresses this second formulation in their skeleton argument. The Respondent refers us to two decisions of Leasehold Valuation Tribunals ("LVTs"), namely *Cedar Falls Apartment RTM Company Limited* (CH1/4OUE/LRM/2007/0001) and *4 Hyde Park Mansions RTM Company Limited* (LON/00BK/LRM/2010/0010). Both of these cases relate to the second formulation and are of no assistance to the issue which we are asked to determine.

28. The Tribunal are therefore satisfied that the relevant premises are a "self-contained building" in that that they are "structurally detached". The Respondent does not suggest that that the premises are excluded from the

right to manage by reason of any of the provisions of Schedule 6 of the 2002 Act.

Issue 2 – The Notice of Invitation to Participate in respect of Flat 288

29. The Respondent contends that the RTM application must fail because the Applicant failed to serve the Notice of Invitation to Participate on the lessees of Flat 288. The facts are as follows:

(i) On 3 November 2011, Arthur and Emily Payne became members of the RMT company. At the time, they were lessees of Flat 288.

(ii) On 11 November 2011, the Applicant served the Notice of Invitation to Participate in the RMT. This was not served on any lessee of Flat 288 as the then lessees were then members of the RMT company (see s.78(1)).

(iii) In December 2011, Mr and Mrs Payne sold their flat to Hui Sen Te (see the Office Copy Entries at p.119-122).

(iv) On 27 January 2012, the Applicants served their Claim Notice. At that date, Hui Sen Te had not been served with a Notice of Intention to Participate (s.79(2)). At this time, Hui Sen Te was not a member of the RTM company. The Claim Notice wrongly recorded Mr and Mrs Payne as the qualifying tenant and member of the Company in respect of Flat 288 (p.5).

(v) On 22 May 2012, Hui Sen Te signed a RMT Consent Form confirming both support for the RMT application and agreeing to become a member of the RTM company (see p.123).

30. It is possible that Hui Sen Te had agreed to become a member of the RMT company prior to 27 January 2012. We are told that Mr and Mrs Payne should have notified their purchaser of the pending RTM application. However, there is insufficient evidence that can satisfy the Tribunal, even on the required balance of probabilities, that Hui Sen Te had agreed to become a member of the RTM company by the relevant date. The Tribunal make the following findings:

(i) The error was an inadvertent oversight by the Respondent.

(ii) There is no evidence of any prejudice to Hui Sen Te. Rather, were the Tribunal to accede to the Respondent's argument that this technical breach was fatal to the application, prejudice would arise. It is apparent that the tenant wishes the RTM application to proceed. This desire would be thwarted and further costs would be incurred were the RTM application to be delayed.

(iii) The Respondent do not suggest that any prejudice has been caused to them by the oversight. Any error in assuming that Mr and Mrs Payne remained qualifying tenants who were members of the RTM company made no difference

to the arithmetic. Significantly more than 50% of the qualifying tenants were members of the RTM company.

31. So what is the effect of this innocent oversight? Mrs Mossop relies on the decision of *Sinclair Gardens Investments (Kensington) Limited v Oak Investments RTM Company Limited* (LRX/52/2004). In this case, the applicant had failed to serve a Notice of Intention to Participate on a joint tenant. The LVT was satisfied that this joint tenant was aware of the proceedings at all time and that the omission had been inadvertent. The joint tenant subsequently applied to become a member of the RTM company. The LVT was satisfied that the omission to serve one of the joint tenants was more a mere inaccuracy which could be covered by Regulation 4(c) of the Right to Manage (Prescribed Particulars and Forms) (England) Regulation 2003. In the absence of any prejudice to either the joint tenant or the landlord, the LVT held that the Applicant was entitled to acquire the right to manage.

32. This decision was upheld by the President, George Bartlett QC. In rejecting the landlord's appeal, he concluded (at [10]):

> "In my judgment, in the light of the considerations referred to by Lord Woolf in *Jeyeanthan*, the LVT was entirely correct in approaching the question of the effect of the failure to comply with the statutory requirements in the way that it did. The purpose of requiring notice of invitation to participate to be served on a qualifying tenant who neither is nor has agreed to become a member of the RTM Company is clearly to ensure that the interest of that tenant is protected. Under section 79(8) a copy of the claim notice must be given to each person who on the relevant date is the qualifying tenant of a flat contained in the premises. The provisions are thus designed to ensure that every qualifying tenant has the opportunity to participate in the RTM Company and is informed that a claim notice has been made by the RTM Company. In determining the effect of the failure to comply with one or other of these requirements the principal question for the Tribunal will be whether the qualifying tenant has in practice has such awareness of the procedures as the statute intended him to have. The LVT considered this question and expressed itself as satisfied that Mr Mallon was fully aware of the proceedings and that his omission had been inadvertent. It also concluded that the landlord had not been prejudiced in any way by the failure to serve a notice inviting participation, and, given the purpose of the section 79(8) requirement, it was undoubtedly correct to do so."

33. Having regard to this decision which is very similar on the facts, the Tribunal is satisfied that this inadvertent error is no reason to prevent the RTM application from proceeding. We have particular regard to the absence of any prejudice to either the tenant of Flat 288 or to the Respondent.

34. In their Statement of Case, the Respondent raises an additional complaint that no Claim Notice was served on the correct qualifying tenant of Flat 288. We agree with Mrs Mossop that it is not open to the Respondent to raise this point as it was not raised in their Counter-notice. In any event, this advertent oversight would not have invalidated the notice.

Issue 3 – Defect in the Claim Notice in respect Flat 16

35. The Respondent's final complaint is that Coronet Assets Limited was wrongly shown as the qualifying tenant of Flat 16 in the Claim Notice, whereas the registered proprietor was rather Richard and Martin Skipper. The Office Copy Entries (at p.76) confirm that Richard and Martin Skipper were the registered lessees of Flat 16.

36. The Applicant disputes that there is any such error. The Claim Notice (at p.3) correctly states Coronet Assets Limited to be the qualifying tenant and member of the RMT Company in respect of Flat 19. No qualifying tenant is listed in respect of Flat 16. Even were there to be any error in the Claim Notice, such an inaccuracy would not invalidate the Claim Notice (see section 81(1) of the 2002 Act).

37. The Applicant also points out that they correctly served the Claim Notice on Richard and Martin Skipper at Flat 16 on 27 January 2012 (see Certificate of Posting at p.126). They had also served them with the Notice of Intention to Participate on 11 November 2011 (see p.133).

38. The Tribunal are satisfied that there is no substance in this complaint. Indeed, it seems that the Respondent may accept that they have taken a bad point as they do not address it in their skeleton argument.

Refund of Fees

39. We understand that the Applicant has paid a hearing fee of £150. It applies for this to be refunded by the Respondent. However, we understand that no fees are payable in respect of RTM applications. The Tribunal Service will therefore refund this fee to the Applicant.

The Effect of this Determination

40. By virtue of section 90 of the 2002 Act, the Applicant will acquire the right to manage the premises in three months from the date of this decision, unless there is an appeal to the Upper Tribunal (Lands Chamber).

Chairman: 

[Robert Latham]

Date: 4. vii. 2012

Appendix of Relevant Legislation

Commonhold and Leasehold Reform Act 2002

71 The right to manage

(1) This Chapter makes provision for the acquisition and exercise of rights in relation to the management of premises to which this Chapter applies by a company which, in accordance with this Chapter, may acquire and exercise those rights (referred to in this Chapter as a RTM company).

(2) The rights are to be acquired and exercised subject to and in accordance with this Chapter and are referred to in this Chapter as the right to manage.

72 Premises to which Chapter applies

(1) This Chapter applies to premises if—

(a) they consist of a self-contained building or part of a building, with or without appurtenant property,

(b) they contain two or more flats held by qualifying tenants, and

(c) the total number of flats held by such tenants is not less than two-thirds of the total
number of flats contained in the premises.

(2) A building is a self-contained building if it is structurally detached.

(3) A part of a building is a self-contained part of the building if—

(a) it constitutes a vertical division of the building,

(b) the structure of the building is such that it could be redeveloped independently of the
rest of the building, and

(c) subsection (4) applies in relation to it.

(4) This subsection applies in relation to a part of a building if the relevant services provided for occupiers of it—

(a) are provided independently of the relevant services provided for occupiers of the rest of the building, or

(b) could be so provided without involving the carrying out of works likely to result in a significant interruption in the provision of any relevant services for occupiers of the rest of the building.

(5) Relevant services are services provided by means of pipes, cables or other fixed installations.

(6) Schedule 6 (premises excepted from this Chapter) has effect.

73 RTM companies

(1) This section specifies what is a RTM company.

(2) A company is a RTM company in relation to premises if—

(a) it is a private company limited by guarantee, and

(b) its articles of association state that its object, or one of its objects, is the acquisition and exercise of the right to manage the premises.

(3) But a company is not a RTM company if it is a commonhold association (within the meaning of Part 1).

(4) And a company is not a RTM company in relation to premises if another company is already a RTM company in relation to the premises or to any premises containing or contained in the premises.

(5) If the freehold of any premises is transferred to a company which is a RTM company in relation to the premises, or any premises containing or contained in the premises, it ceases to be a RTM company when the transfer is executed.

74 RTM companies: membership and regulations

(1) The persons who are entitled to be members of a company which is a RTM company in relation to premises are—

(a) qualifying tenants of flats contained in the premises, and

(b) from the date on which it acquires the right to manage (referred to in this Chapter as the "acquisition date"), landlords under leases of the whole or any part of the premises.

(2) The appropriate national authority shall make regulations about the content and form of the articles of association of RTM companies.

(3) A RTM company may adopt provisions of the regulations for its articles.

(4) The regulations may include provision which is to have effect for a RTM company whether or not it is adopted by the company.

(5) A provision of the articles of a RTM company has no effect to the extent that it is inconsistent with the regulations.

(6) The regulations have effect in relation to articles —

(a) irrespective of the date of the articles, but

(b) subject to any transitional provisions of the regulations.

(7) Section 20 of the Companies Act 2006 (default application of model articles) does not apply to a RTM company.

75 Qualifying tenants

(1) This section specifies whether there is a qualifying tenant of a flat for the purposes of this Chapter and, if so, who it is.

(2) Subject as follows, a person is the qualifying tenant of a flat if he is tenant of the flat under a long lease.

(3) Subsection (2) does not apply where the lease is a tenancy to which Part 2 of the Landlord and Tenant Act 1954 (c. 56) (business tenancies) applies.

(4) Subsection (2) does not apply where—

(a) the lease was granted by sub-demise out of a superior lease other than a long lease,

(b) the grant was made in breach of the terms of the superior lease, and

(c) there has been no waiver of the breach by the superior landlord.

(5) No flat has more than one qualifying tenant at any one time; and subsections (6) and (7) apply accordingly.

(6) Where a flat is being let under two or more long leases, a tenant under any of those leases which is superior to that held by another is not the qualifying tenant of the flat.

(7) Where a flat is being let to joint tenants under a long lease, the joint tenants shall (subject to subsection (6)) be regarded as jointly being the qualifying tenant of the flat.

....

78 Notice inviting participation

(1) Before making a claim to acquire the right to manage any premises, a RTM company must give notice to each person who at the time when the notice is given—

(a) is the qualifying tenant of a flat contained in the premises, but

(b) neither is nor has agreed to become a member of the RTM company.

(2) A notice given under this section (referred to in this Chapter as a "notice of invitation to participate") must—

(a) state that the RTM company intends to acquire the right to manage the premises,

(b) state the names of the members of the RTM company,

(c) invite the recipients of the notice to become members of the company, and

(d) contain such other particulars (if any) as may be required to be contained in notices of invitation to participate by regulations made by the appropriate national authority.

(3) A notice of invitation to participate must also comply with such requirements (if any) about the form of notices of invitation to participate as may be prescribed by regulations so made.

(4) A notice of invitation to participate must either—

(a) be accompanied by a copy of the articles of association of the RTM company, or

(b) include a statement about inspection and copying of the articles of association of the RTM company.

(5) A statement under subsection (4)(b) must—

(a) specify a place (in England or Wales) at which the articles of association may be inspected,

(b) specify as the times at which they may be inspected periods of at least two hours on each of at least three days (including a Saturday or Sunday or both) within the seven days beginning with the day following that on which the notice is given,

(c) specify a place (in England or Wales) at which, at any time within those seven days, a copy of the articles of association may be ordered, and

(d) specify a fee for the provision of an ordered copy, not exceeding the reasonable cost of providing it.

(6) Where a notice given to a person includes a statement under subsection (4)(b), the notice is to be treated as not having been given to him if he is not allowed to undertake an inspection, or is not provided with a copy, in accordance with the statement.

(7) A notice of invitation to participate is not invalidated by any inaccuracy in any of the particulars required by or by virtue of this section.

79 Notice of claim to acquire right

(1) A claim to acquire the right to manage any premises is made by giving notice of the claim (referred to in this Chapter as a "claim notice"); and in this Chapter the "relevant date", in relation to any claim to acquire the right to manage, means the date on which notice of the claim is given.

(2) The claim notice may not be given unless each person required to be given a notice of invitation to participate has been given such a notice at least 14 days before.

(3) The claim notice must be given by a RTM company which complies with subsection (4) or (5).

(4) If on the relevant date there are only two qualifying tenants of flats contained in the premises, both must be members of the RTM company.

(5) In any other case, the membership of the RTM company must on the relevant date include a number of qualifying tenants of flats contained in the premises which is not less than one-half of the total number of flats so contained.

(6) The claim notice must be given to each person who on the relevant date is—

(a) landlord under a lease of the whole or any part of the premises,

(b) party to such a lease otherwise than as landlord or tenant, or

(c) a manager appointed under Part 2 of the Landlord and Tenant Act 1987 (c. 31) (referred to in this Part as "the 1987 Act") to act in relation to the premises, or any premises containing or contained in the premises.

(7) Subsection (6) does not require the claim notice to be given to a person who cannot be found or whose identity cannot be ascertained; but if this subsection means that the claim notice is not required to be given to anyone at all, section 85 applies.

(8) A copy of the claim notice must be given to each person who on the relevant date is the qualifying tenant of a flat contained in the premises.

(9) Where a manager has been appointed under Part 2 of the 1987 Act to act in relation to the premises, or any premises containing or contained in the premises, a copy of the claim notice must also be given to the leasehold valuation tribunal or court by which he was appointed.

80 Contents of claim notice

(1) The claim notice must comply with the following requirements.

(2) It must specify the premises and contain a statement of the grounds on which it is claimed that they are premises to which this Chapter applies.

(3) It must state the full name of each person who is both—

(a) the qualifying tenant of a flat contained in the premises, and

(b) a member of the RTM company, and the address of his flat.

(4) And it must contain, in relation to each such person, such particulars of his lease as are sufficient to identify it, including—

(a) the date on which it was entered into,

(b) the term for which it was granted, and

(c) the date of the commencement of the term.

(5) It must state the name and registered office of the RTM company.

(6) It must specify a date, not earlier than one month after the relevant date, by which each person who was given the notice under section 79(6) may respond to it by giving a counter-notice under section 84.

(7) It must specify a date, at least three months after that specified under subsection (6), on which the RTM company intends to acquire the right to manage the premises.

(8) It must also contain such other particulars (if any) as may be required to be contained in claim notices by regulations made by the appropriate national authority.

(9) And it must comply with such requirements (if any) about the form of claim notices as may be prescribed by regulations so made.

81 Claim notice: supplementary

(1) A claim notice is not invalidated by any inaccuracy in any of the particulars required by or by virtue of section 80.

(2) Where any of the members of the RTM company whose names are stated in the claim notice was not the qualifying tenant of a flat contained in the premises on the relevant date, the claim notice is not invalidated on that account, so long as a sufficient number of qualifying tenants of flats contained in the premises were members of the company on that date; and for this purpose a "sufficient number" is a number (greater than one) which is not less than one-half of the total number of flats contained in the premises on that date.

(3) Where any premises have been specified in a claim notice, no subsequent claim notice which specifies—

(a) the premises, or

(b) any premises containing or contained in the premises, may be given so long as the earlier claim notice continues in force.

(4) Where a claim notice is given by a RTM company it continues in force from the relevant date until the right to manage is acquired by the company unless it has previously—

(a) been withdrawn or deemed to be withdrawn by virtue of any provision of this Chapter, or

(b) ceased to have effect by reason of any other provision of this Chapter.

....

84 Counter-notices

(1) A person who is given a claim notice by a RTM company under section 79(6) may give a notice (referred to in this Chapter as a "counter-notice") to the company no later than the date specified in the claim notice under section 80(6).

(2) A counter-notice is a notice containing a statement either—

(a) admitting that the RTM company was on the relevant date entitled to acquire the right to manage the premises specified in the claim notice, or

(b) alleging that, by reason of a specified provision of this Chapter, the RTM company was on that date not so entitled, and containing such other particulars (if any) as may be required to be contained in counter-notices, and complying with such requirements (if any) about the form of counter-notices, as may be prescribed by regulations made by the appropriate national authority.

(3) Where the RTM company has been given one or more counter-notices containing a statement such as is mentioned in subsection (2)(b), the company may apply to a leasehold valuation tribunal for a determination that it was on the relevant date entitled to acquire the right to manage the premises.

(4) An application under subsection (3) must be made not later than the end of the period of two months beginning with the day on which the counter-notice (or, where more than one, the last of the counter-notices) was given.

(5) Where the RTM company has been given one or more counter-notices containing a statement such as is mentioned in subsection (2)(b), the RTM company does not acquire the right to manage the premises unless—

(a) on an application under subsection (3) it is finally determined that the company was on the relevant date entitled to acquire the right to manage the premises, or

(b) the person by whom the counter-notice was given agrees, or the persons by whom the counter-notices were given agree, in writing that the company was so entitled.

(6) If on an application under subsection (3) it is finally determined that the company was not on the relevant date entitled to acquire the right to manage the premises, the claim notice ceases to have effect.

(7) A determination on an application under subsection (3) becomes final—

(a) if not appealed against, at the end of the period for bringing an appeal, or

(b) if appealed against, at the time when the appeal (or any further appeal) is disposed of.

(8) An appeal is disposed of—

(a) if it is determined and the period for bringing any further appeal has ended, or

(b) if it is abandoned or otherwise ceases to have effect.

...

90 The acquisition date

(1) This section makes provision about the date which is the acquisition date where a RTM company acquires the right to manage any premises.

(2) Where there is no dispute about entitlement, the acquisition date is the date specified in the claim notice under section 80(7).

(3) For the purposes of this Chapter there is no dispute about entitlement if—

(a) no counter-notice is given under section 84, or

(b) the counter-notice given under that section, or (where more than one is so given) each of them, contains a statement such as is mentioned in subsection (2)(a) of that section.

(4) Where the right to manage the premises is acquired by the company by virtue of a determination under section 84(5)(a), the acquisition date is the date three months after the determination becomes final.

(5) Where the right to manage the premises is acquired by the company by virtue of subsection (5)(b) of section 84, the acquisition date is the date three months after the day on which the person (or the last person) by whom a counter-notice containing a statement such as is mentioned in subsection (2)(b) of that section was given agrees in writing that the company was on the relevant date entitled to acquire the right to manage the premises.

(6) Where an order is made under section 85, the acquisition date is (subject to any appeal) the date specified in the order.