



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

Case references	:	LON/00BG/LVM/2018/0018 LON/00BG/LVM/2019/0010 LON/00BG/LVM/2019/0013 LON/00BG/LVM/2019/0014 LON/00BG/LVM/2019/0016
Property	:	Canary Riverside Estate, Westferry Circus, London E14 (the “Estate”)
Parties	:	As identified in Appendix 2 to this decision.
Type of applications	:	Applications under section 24(9) of the Landlord and Tenant Act 1987 for the variation of a management order so as to discharge the current manager and to appoint a replacement manager
Tribunal	:	(1) Judge Amran Vance (2) Mr L Jarero, BSC, FRICS
Venue	:	10 Alfred Place, London WC1E 7LR
Date of Decision	:	9 September 2019

DECISION

Decision

1. In accordance with section 24(9) Landlord and Tenant Act 1987, the tribunal varies the existing Management Order to appoint Mr Sol Unsdorfer, of Parkgate Aspen Limited, as the manager of the Canary Riverside Estate, in place of Mr Alan Coates, with effect from 1 October 2019.
2. Mr Unsdorfer must manage the Estate in accordance with the provisions of the tribunal's existing Management Order (and the directions and schedule of functions and services attached to the Order) initially made on 5 August 2016 (amended following a decision on review dated 15 September 2016) and varied by the tribunal on 29 September 2017, 18 July 2018 and 12 April 2019.
3. The term of Mr Unsdorfer's appointment is to be for a period of two years, terminating on at midnight on 30 September 2021. This is the period remaining in respect of the existing Management Order. Any application for an extension must be made prior to the expiry of that period. If such an application is made in time, then the appointment will continue until that application has been finally determined.

Background

4. Mr Alan Coates is, currently, the tribunal appointed manager of the residential properties, common parts, 500 car parking spaces, and shared services in the mixed residential and commercial estate in Westferry Circus, at Canary Wharf, known as Canary Riverside ("the Estate").
5. By order dated 6 June 2019, the tribunal ordered that, because of his ill health, and unless ordered otherwise, Mr Coates is to be discharged as manager, with effect from 1 October 2019.
6. Mr Coates' application for his discharge as manager was heard during a three-day hearing that commenced on 4 June 2019. At that hearing the tribunal also heard the following applications, all seeking the appointment of a replacement manager:
 - (a) an application made by Palm Trees Paradise Holdings Ltd ("Palm Tree"), one of the leaseholders of several residential flats on the Estate, seeking the appointment of Mr Jonathon Edwards of Lambert Smith Hampton Group Limited ("LSH") (LON/00BG/LVM/2018/0018);
 - (b) an application made by Canary Riverside Estate Management Limited ("CREM") a head-lessor and the immediate landlord of the residential lessees on the Estate, seeking the appointment of Duncan Rendall and Richard Daver of Rendall & Rittner (LON/00BG/LVM/2019/0010);

- (c) an application made by 68 leaseholders, owning 72 of the residential apartments, represented by the Residents Association of Canary Riverside (“RACR”) seeking the appointment of Mr Felix Keen of FirstPort Ltd (“FirstPort”) (LON/00BG/LVM/2019/0014);
7. In its decision dated 18 June 2019, the tribunal declined to appoint any of those proposed managers.
8. Further individuals were then proposed as the replacement manager, and those applications were heard on Monday 8 July 2019. All the proposed managers were cross examined, in detail, at the hearing. The proposed replacement managers are:
- (a) Mr Sol Unsdorfer, nominated by RACR;
- (b) Mr Daniel Potter and Mr Neal O’Grady, nominated by Circus Apartments Limited (“CAL”); and
- (c) Dr Craig Stevens or Mr Tony Hymers, both nominated by CREM.

The issue of this decision has been delayed for two reasons. Firstly, the need for the tribunal to determine an application made by CAL to exclude from evidence a large part of a witness statement made by the solicitor for CREM, Mr David Marsden dated 4 July 2019, as well as its exhibit. CAL’s application proceeded to a full hearing on 14 August 2019, and is the subject of a decision dated 19 August 2019, varied on 3 September 2019. In that decision, Judge Vance ordered that certain paragraphs of Mr Marsden’s witness statement were to be excluded from evidence. An application for permission to appeal that decision, made by CREM, was refused by Judge Vance on 30 August 2019, and further refused by Judge Cooke, in the Upper Tribunal on 4 September 2019.

9. Secondly, an application was made to the High Court on 5 July 2019, by Mr Coates’ firm, HML PM Limited (“HML”) against CREM and Octagon Overseas Limited (“Octagon” - the freeholder of the Estate) seeking injunctive relief, including an order preventing use or reliance upon documents exhibited to Mr Marsden’s statement of 4 July 2019, and an order for the destruction of all copies of those documents. The application was initially made without notice, and was heard on the afternoon of 5 July 2019. Although no order was made on the application, the Deputy High Court Judge ordered that the application could be re-submitted or re-presented on two clear days’ notice to the defendants.
10. At the hearing on 8 July 2019, the tribunal was informed by counsel for HML that its intention was to apply in the High Court for a restored hearing of its injunction application later that week, and counsel for CAL stated that it would be supporting that application. We were also informed that it was anticipated that the High Court would determine the restored application by 19 July 2019 and, with that date in mind, we indicated that written closing submissions on the appointment of manager applications heard on 8 July 2019, should be provided by 26 July 2019.

11. However, there was then a delay in HML renewing the High Court application, and in directions dated 24 July 2019, Judge Vance stated that he no longer considered it appropriate to wait until the outcome of the High Court litigation before determining CAL's application. To do so, in his view, ran the risk of insufficient time being available to enable an efficient handover to the new manager, which requires a further hearing to determine the terms of Mr Coates' discharge. He directed that closing submissions be provided by 16 August 2019. That date was subsequently varied to 12 noon on Friday 6 September 2019. The tribunal is grateful for the closing submissions received from Mr Upton, Mr Bates and Ms Jezard.
12. There has been considerable litigation since Mr Coates' appointment, which has resulted in several decisions from this tribunal, and the Upper Tribunal. The relationship between Mr Coates, and CREM, is acknowledged by both to be poor. Some of the current issues, relevant to handover, discussed at the hearing on 8 July 2019 were: (a) the lack of accommodation on site for use of the manager and his team. At present, Mr Coates only has the use of a small security office, and CREM has stated that there is no other accommodation on the Estate available for his use; (b) the current contract for provision of electricity expires at the end of September, and the supplier will require the new manager to provide a £2 million guarantee on renewal; (c) a £200,000 contribution payable by the manager to CREM for the insurance of the Estate, due, on demand, after 1 October 2019; (d) problems with the existing electricity metering on the Estate, with some meters providing inaccurate readings as well as problems relating to the lack of a separate supply to the Hotel; and (e) the high level of service charge arrears, and a large amount of resulting ongoing litigation for recovery of such arrears, some involving disputes relating to disputed electricity billing.

The Statutory Framework

13. These applications are made pursuant to s.24(9) of the 1987 Act which provides that:
 - (9) The appropriate 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.

14. “Relevant person” is defined in s.24(2ZA) as any person on whom a notice has been served under s.22 (namely, a landlord, or any other person who owes obligations relating to the management of the premises, or any part of them, to the tenant under his tenancy) unless the tribunal has dispensed with the requirement to serve such a notice under subsection (3) of that section.

The Hearing

15. Present at the hearing were Mr Upton, counsel for CAL, and his instructing solicitor, Mr Gregory Rouse, of Norton Rose Fulbright. Also present was Mr Daniel Levy, a solicitor at Mishcon de Reya LLP, who also acts on behalf of CAL, although not in these proceedings. CREM was represented by Mr Bates of counsel, and his instructing solicitors Mr Marsden and Ms Willis from Freeths LLP. Also present was Mr Peter Louca, in-house legal counsel at CREM. Mr Coates was represented by Ms Cattermole of counsel, and by Mr Storar of Downs LLP. Ms Jezard represented those leaseholders represented by RACR. All the proposed managers were present.
16. An application made by A Fresh Start Limited, seeking the appointment of Peter Gunby of B Bailey & Co Ltd appears not to have been pursued, following a letter from the tribunal dated 1 July 2017, as Mr Gunby did not attend the hearing. Given his absence, we determine he is unsuitable for appointment.

Dr Craig Stevens

17. Dr Stevens’ evidence, in summary, was as follows:
- (a) he is the managing director of Warwick Estates Property Limited (“Warwick Estates”), a company he founded in 2007, after previously having worked for two other national managing agents, following a career in finance. Warwick Estates is ARMA-Q accredited by the Association of Residential Managing Agents (“ARMA”) and is regulated by the Royal Institution of Chartered Surveyors (“RICS”). It has a portfolio of over 42,000 units, with sites of assorted sizes, the largest comprising about 1,100 units;
 - (b) he has previously managed a portfolio of about 40 properties, comprising about 1,500 – 2,000 units, and in the early days of Warwick Estates, was directly involved in management of properties. However, as Warwick Estates expanded, and he took on staff, his direct management role decreased;
 - (c) Warwick Estates have experience in managing complex mixed tenure sites, including Burrells Wharf in E14 (409 units), Putney Plaza, London SW12 (157 units) and Filmworks in Ealing. In 2016, it created a new brand, Warwick Premier, to deal with more complicated developments. He confirmed, however, that he does not manage either of those developments himself, and that he has not personally managed any developments for some years;

- (d) Warwick Estates have invested over £2 million in a bespoke IT system which records and tracks all leaseholder and landlord actions, and facilitates transparency, with transactions visible via an online portal. It also has a well-organised back office structure dealing with matters such as client accounting, credit control, consents, solicitors' enquiries and insurance claims handling. It also has a high-performing Health & Safety/Risk Management department, which, as part of handover, would inspect the Estate, and review and audit current arrangements, to ensure compliance with legislative and regulatory requirements;
- (e) he was conscious of the large service charge arrears issue on the Estate, with legal action involved in some cases, and the substantial costs incurred in that litigation. If appointed, he would seek to resolve arrears issues in a non-litigious way if possible, but would continue with legal action where necessary;
- (f) he has sought advice from Warwick Estates' utility brokers, who have confirmed that it is content for Warwick Estates to enter into contracts for the supply of electricity to the Estate. If appointed, he would review the current electricity arrears situation on handover and seek to improve cashflow;
- (g) if appointed, the key issues he would focus on included: ensuring transparency with leaseholders and the landlord; ensuring that the supply billing of the electricity supply is correct; reviewing arrears recovery options; reviewing the planned preventative maintenance and capital expenditure projects on the Estate; and reviewing service charge set-up, provisions and apportionments;
- (h) he was conscious of the highly litigious background to this appointment, and to rebuild trust with leaseholders he would hold monthly resident surgeries and regular meetings with residents. He gave an example of a development at Metro Central Heights, SE1 6BB where Warwick Estates had resolved problems between leaseholders, 50% of whom had opted to form a Right to Manage Company, and 50% had opposed such an application;
- (i) if appointed, he considered management services could be provided out of the existing security office, with an additional office acquired in the E14 locality;
- (j) Warwick Estates could provide the £2 million guarantee if required by the current electricity supplier to the Estate on handover.
- (k) his annual fees for managing the Estate would be £410 plus VAT per residential flat; £1,250 plus VAT for commercial units; £25 plus VAT per parking space and 15% of the staff salary total. Additional sums would be payable, based on hourly rates, for matters outside of standard management services.

Mr Tony Hymers

18. Mr Hymers' evidence, in summary, was as follows:

- (a) he is one of the founding directors of Burlington Estates, a firm of chartered surveyors located in Mayfair, London W1, that is now in its eighth year of trading. Burlington Estates is RICS and ARMA-Q accredited. He is a Member of RICS, an Associate of the Institute of Residential Property Management ("IRPM") and was elected to the ARMA board in 2014, becoming its chair in 2018;
- (b) he has over 25-years of property management experience in both the public and private sector, and managed commercial departments in three Registered Social Landlords, Peabody, Circle and Genesis, between 1995 – 2009. Whilst at Circle, he was appointed Head of Portfolio Management for London, managing 30 staff and covering 8,000 units of leasehold, assured shorthold tenancies and commercial stock on mixed-use sites. At Genesis, he wrote the management strategy for Stratford Halo Tower, a mixed-use key development site on the Stratford E15 Olympic area. He also managed BedZED, a mixed-use residential and commercial development in South London;
- (c) he is currently the Operational Director of Burlington Estates, and directly oversees the management of a portfolio of 1,600 units, comprising predominantly high-end blocks in and around Central London;
- (d) Burlington Estates currently manage several mixed-use developments, including: residential apartments above the hotel at Grosvenor House, Mayfair; residential properties above shops, restaurants and office facilities such as the Hide restaurant at 89 Piccadilly, Heron Place on Thayer Street in Marylebone, and Odeon Parade in Wembley. He is actively involved in the direct management of Heron Place, a mixed-use building comprising 36 residential, 10 commercial and 50 parking spaces;
- (e) whilst neither he nor Burlington Estates have any experience of a tribunal appointment under s.24 of the 1987 Act, Burlington Estates have extensive experience of resolving disputes in developments. He gave the example of Eaton House, Mayfair, where Burlington Estates identified, soon after commencing management of the building in 2012, that there were insufficient funds available to complete planned boiler replacement works. They reviewed the planned works, presented a clear project plan to residents, issued tribunal proceedings when some leaseholders still objected to the works, but managed to settle the proceedings without the need for a final tribunal determination, successfully collecting in the funds required to proceed with the works;
- (f) if appointed, he considered the key issues to be addressed to be: the breakdown in relationship between leaseholders, the landlord and the manager, contributing to high level of service charge arrears and cash flow problems; a lack of certainty regarding responsibility for shared services; a high level of utility arrears; an unclear asset management

programme to address capital works on the Estate; deficiencies identified in the most recent Fire Risk Assessments; and effective co-ordination of onsite personnel;

- (g) he would tackle these issues through intensive management that would include a clear and transparent communication strategy, with online access for leaseholders and landlords, and regular meetings with residents;
- (h) he had spoken with their energy brokers and intended to try and agree a plan to fully investigate any historic electricity billing issues and then to collect outstanding sums due. He could not provide a £2 million guarantee to the existing electricity supplier, but believed he could reach agreement with their supplier without the need for such a guarantee;
- (i) in terms of accommodation for the manager and his staff, he considered use of the security room would be sufficient as they would probably only need to have a manager onsite for a couple of days per week
- (j) he would also review the service charge arrears situation, and would seek to resolve disputes without recourse to litigation, if possible;
- (k) as for the insurance payment due to the landlord after 1 October 2019, he would set up a float as allowed under the lease, and would issue early service charge demands to ensure adequate cash flow;
- (l) his fees would be £450 plus VAT per residential unit, £1,000 plus VAT for commercial units, £50 plus VAT per car park space. Additional sums would be payable, based on hourly rates, for matters outside of standard management services, and, for major works, he would charge a flat fee of £2,000 plus a sliding percentage based on the net contract sum ranging from 1.5% to 2.5%.

Mr Daniel Potter and Mr Neal O’Grady

19. Mr Potter and Mr O’Grady are both Directors of Mainstay Residential Limited (“Mainstay”), a company formed in 2000. They submitted a joint management proposal seeking their appointment as joint managers. Their evidence, in summary was:

- (a) they have accumulated over 15 years’ experience of block and residential management, managing buildings of all tenures and uses, from Victorian blocks through to large mixed-use complexes. Mainstay is RICS and ARMA-Q accredited;
- (b) Mainstay currently manages over 37,000 residential and mixed-use units, varying in size from properties containing 5 units to mixed-tenure estates of over 500 units;

- (c) Mainstay's head office is in Worcester, where they employ over 650 staff, with hubs in London, Manchester and Birmingham
- (d) Mr Potter is an Associate member of RICS and a Fellow of IRPM. He has previously held one s.24 tribunal appointment, concerning a 77-unit residential development at New Alexandra Court in Nottingham which commenced in 2013 and which lasted for 3½ years; Mr Potter works from Mainstay's Worcester office, but anticipated being on site at the Estate about once a fortnight, with Mr O'Grady visiting once a week. Mr O'Grady has operational responsibility for Mainstay's high-end mixed-use and residential block portfolio, primarily located in London;
- (e) if Mainstay were appointed, he would be responsible for handling governance issues such as instructing debt collectors and dealing with Mechanical & Electrical asset compliance. Mr O'Grady's role would be customer focused. They would appoint a full-time manager to deal with the day to day management of the Estate;
- (f) Mainstay make extensive use of technology and IT, including Cube management software, and operate an out of hours emergency service;
- (g) they identified some of the key concerns regarding the Estate as being: ensuring that the service charge apportionment is correct; establishing the validity of historic service charge expenditure and reasons for non-payment; early demand of service charges so as to ensure an adequate cashflow position on appointment; renewal of the current electricity contract that is due for renewal on 1 October 2019; the need for a review of the long term maintenance and major works strategy for the Estate; the need for an urgent fire risk assessment; the need for a revised insurance reinstatement valuation; and the need for greater openness and transparency in management;
- (h) they could not offer a £2 million guarantee to renew the current electricity contract, but believed that they had identified a supplier that might be willing to assist in supplying electricity to the Estate;
- (i) in terms of accommodation, they would utilise the security office on site, with support provided by their London and Worcester offices;
- (j) Mainstay's fees would be £330 plus VAT per residential unit, a maximum fee of £45,000 plus VAT for the commercial units, £45 plus VAT per car park space. For major works, Mainstay would charge 2.5% plus VAT of the net contract value. Additional sums would be payable, for matters outside of standard management services.

Mr Sol Unsdorfer

20. Mr Unsdorfer's evidence, in summary, was as follows:

- (a) he is a fellow of the IRPM who has been involved in residential property management for 45 years, during which time he has built up a

private management agency, Parkgate Aspen Limited (“Parkgate Aspen”), of which he is the senior partner;

- (b) Parkgate Aspen are RICS and ARMA-Q accredited, and manage a portfolio of over 6,000 flats, predominantly located in large, quality blocks. In its early years, Parkgate Aspen concentrated on managing mansion blocks, but have since had substantial involvement in managing developments where residents have acquired the statutory Right to Manage and wish to appoint their own managing agent. He asserts that Parkgate Aspen have been very successful in turning around such properties;
- (c) Parkgate Aspen’s staff, management, and back office teams are based in Hendon, NW4, and it has an office facility in London Bridge, used by its Docklands area manager;
- (d) in November 2002, he was appointed as the s.24 manager of Langford Court in NW8, a block of 120 flats in London NW8 with a commercial garage beneath. Following expiry of his tribunal appointment, Parkgate Aspen were appointed to continue to manage the building, which it does to this day;
- (e) many of the properties managed by Parkgate Aspen comprise mixed-use developments with substantial commercial parts. He informed us that when choosing examples to include in his Management Plan, he had restricted himself to examples in London. These included:
 - i. Dorset House, London NW1, a Grade 2 listed building in the West End of London, comprising 200 flats over commercial premises which comprise four full frontages of retail shops, a large restaurant, a Shell filling station and a substantial car park;
 - ii. Park Mansions, in Knightsbridge, next to a Bulgari hotel, where Parkgate Aspen have been responsible for shared services with major commercial tenants on an island site fully fronted with prime Knightsbridge retail, two top restaurants, a pub and a Buddha Bar nightclub;
 - iii. Fountain House on Park Lane, with substantial commercial interests involving shared services, namely BMW-Mini showrooms and vast underground facilities, as well as a block of exclusive serviced apartments;
 - iv. Tally Ho Corner, a development at Finchley, N12, a tower block of 158 apartments above substantial commercial space, including a garage, arts centre, an Aldi Supermarket, and a substantial car park of over 300 spaces, on two levels, some private, and some shared with Aldi and other private users;
 - v. The Reach, a substantial mixed-use development in Woolwich, SE28, where tenants include Domino’s Pizza, Paddy Power, a NHS clinic and Tesco. There is a pub located within the estate

and three car parks – one residential, one retail, and one for the pub; and

- vi. Baltic Quay, in Surrey Quays, London, originally designed to be part retail/office and part residential, and then converted to solely residential, comprising 163 flats, part 5-storey and part 12-storey, with 5 lifts around various cores, 2 levels of underground car parking and approximately 10 plant rooms.
- (f) in his Management Plan, Mr Unsorfer set out what he saw as some of the issues surrounding management of the Estate, and some possible solutions. In his view, the Estate now has a tired and worn feel about it, that he considers must fall well short of the prime days of its initial marketing. He regards this as a devaluation of both the leaseholders' flats, as well the landlord's commercial interest, and that addressing the deterioration would be in the interests of all involved;
- (g) of major importance, in his view, is the problematic electricity supply setup and issues around the electricity metering system, that have led to substantial disputes over electricity costs demanded from leaseholders, and substantial service charge arrears. This, he identified as having resulted in a large drain on Mr Coates' management time, and substantial legal costs. He suggests that a metering consultant should be instructed to review the installation, and that serious consideration should be given to separating out the power installation, so that the Hotel has its own, independent, supply. He has already discussed this issue with Parkgate Aspen's utility consultants who, based on the wiring plans of the Estate provided, consider that separation may well be feasible, although at significant cost. Mr Unsorfer suggested that, if necessary, a pre-emptive application to the tribunal could be made regarding the payability of the costs involved in such a separation;
- (h) he also considered that Mr Coates had become too involved in the electricity collection and billing, and that it would be better if this was outsourced, rather than dealt with by the Manager, just as repairs are outsourced;
- (i) he considered it evident that a development like the Estate requires a full-time estate/facilities manager, and that the cramped confines of the security office do not facilitate this. He would first try to secure the provision of suitable accommodation from CREM, at a market rent, and suggested that it might be possible to relocate some of the third-party licensees, who now occupy some of the areas on the Estate that were previously unoccupied when Mr Coates commenced his appointment. If those efforts were unsuccessful, he would consider sub-letting accommodation from one of the commercial tenants, and possibly renting one of the serviced apartments in Circus Apartments. He is aware that the accommodation on the Estate previously occupied by a nightclub is being re-developed, but that it is empty at present, and would look to see if this might be available to rent. Alternatively, he

suggested it might be feasible to use part of one of the lobby areas of the residential blocks. If all such attempts were unsuccessful, he was confident that he could secure alternative office space on the periphery of the Estate;

- (j) he recognised the problems that have arisen over the insurance of the Estate and would seek to discuss these with CREM. However, he would also use the mechanisms available in the residential leases to ensure collection of funds to meet the payments due to the landlord;
- (k) he noted that the sum of £743,000 was spent on legal fees in 2018, and that a budget of £300,000 per annum has been set for future legal expenditure. He considered these sums to be enormous, and that there must be a better way forward. He would pursue an open and transparent dialogue with leaseholders, and CREM, to help facilitate this and to help build up trust;
- (l) in cross-examination, Mr Unsдорfer confirmed that whilst a £2 million guarantee could be provided to secure renewal of the existing electricity contract, he did not consider this would be necessary and that other options needed to be considered first. He has already provided Parkgate Aspen's energy supplier with some of the data concerning the supply to the Estate and he is confident that a supplier could be engaged without the need for a guarantee. He explained that he is regularly propositioned by energy suppliers because of the size of Parkgate Aspen's portfolio. If necessary, he could approach Parkgate Aspen's bankers to cover any shortfall in service charge funds to ensure that the electricity supply is maintained on 1 October 2019. Given the manager's indemnity in the Management Order, he saw no problems with the bank providing that assistance;
- (m) he was also confident, from examining the service charge accounts for the Estate, that there will be enough funds to meet CREM's £200,000 insurance demand, due after 1 October 2019. He had also identified that some of the ongoing service charge arrears litigation was approaching critical stages, and that it was likely that this would result in recovery of some of the outstanding arrears; and
- (n) his fees would be £500 plus VAT per residential unit, £50 plus VAT per car parking space; £43,650 for commercial shared services administration, with utility management and billing outsourced at cost. Additional sums would be payable, for matters outside of standard management services.

Decision and Reasons

21. Of the managers proposed, we consider that Mr Unsдорfer is, by a considerable margin, the most suitable nominee, and we appoint him as the manager to replace Mr Coates.

22. Before turning to our reasoning as to the suitability of the individual nominees, it is important to consider the composition of the Estate, and Mr Coates' functions as a tribunal-appointed manager.
23. The estate comprises 325 residential apartments, a 5-star hotel, a gym and swimming pool, and about 13 retail and commercial units. In addition, on the ground floor there are communal gardens and a tennis court for the exclusive use of the residential occupiers and the hotel. Further, there are over 500 car parking spaces, situated on two underground levels. CAL, have a lease of serviced apartments situated in one of the residential blocks, Eaton House.
24. The common parts are extensive, and as the tribunal noted on its recent inspection of the Estate, include several large plant rooms containing complex machinery for the heating, water supply/chilling, and electricity supply to the Estate.
25. Paragraph 1 of the Management Order appoints Mr Coates to "fulfil the functions of Manager (including such functions of a Receiver as are specified herein) of (a) the residential leasehold properties at Berkeley Tower, Hanover House, Belgrave Court, Eaton House (b) the residential common parts comprised in those buildings (c) the Common Parts of the Premises; (d) any Car Park spaces, demised to a residential leaseholder (whether as part of a residential lease or by way of separate agreement); and (e) any Shared Services including those provided or capable of benefitting any Residential Leaseholder, Commercial leaseholders, Licensee, or Other occupier including the Leaseholder under the Circus Apartments lease".
26. Under paragraph 4, Mr Coates is given all such powers and rights as may be necessary and convenient, and in accordance with the Leases, to carry out the management functions of the Landlord under the Leases. This includes collecting in service charges payable by the residential lessees, as well as the commercial lessees, in respect of shared services.
27. The Estate is, therefore, a large development, with multiple residential towers and a substantial number of commercial units. In addition, an important part of the manager's role is to manage the services shared between the residential and commercial units, including the electricity installation.
28. It is our view that the manager to replace Mr Coates must have substantial experience of managing a large mixed-use development. In addition, previous experience of managing developments with shared services is desirable, as is previous experience as tribunal-appointed s.24 manager. We agree with Mr Upton that a previous appointment is not a prerequisite to appointment, but it is clearly preferable.
29. All the nominees proposed appeared to us to be experienced property managers, however, only Mr Unsorfer in our view, has demonstrated substantial past experience of managing a large mixed-use development

with shared services, similar to the Estate. In addition, only he, and Mr Potter have held a previous tribunal appointment as a s.24 manager.

30. We recognise that all the nominees will have transferrable skills that could be usefully utilised if they were appointed as manager of the Estate. However, the applications before us are to replace an existing manager, who has been in post since October 2016. Whoever replaces him will need to 'hit the ground running' in what is a complicated Estate, with a troubled and litigious history since Mr Coates was appointed. It is clearly important for his replacement to have substantial experience of managing a similar development and it would also be advantageous if they have prior experience as a tribunal-appointed manager.

Dr Stevens

31. Dr Stevens has clearly built up Warwick Estates into a successful business. However, as he acknowledged in cross-examination, he has no previous experience of being a s.24 tribunal-appointed manager, and he has not personally managed any developments at all for several years.
32. Although he asserts, in his Management Plan, that both he and Warwick Estates have experience in managing complex mixed tenure sites, he provided no details of those sites, or the extent of his managerial involvement with those sites, in his Management Plan. All that was provided, were six individual photographs of developments, said to be in Warwick Estates' portfolio.
33. Nor was Dr Stevens able to provide such details when giving oral evidence at the hearing. When asked for examples of Warwick Estates' involvement in mixed-use developments, he referred to Burrells Wharf, Putney Plaza, and Filmworks in Ealing. However, he was unable to provide any information as to the composition of those developments, including the breakdown between commercial and residential properties. Another development he mentioned, Metro Central Heights in London SE1, looks to us from the photograph supplied, as being a purely residential development.
34. Although Dr Stevens indicated that he could obtain information to help answer our questions from his iPad tablet, we directed that he was not able to have recourse to his iPad when giving oral evidence in cross-examination. This was information that, in our view should have been in Dr Stevens' knowledge and/or should have been included in his Management Plan.
35. Whilst Dr Stevens' Management Plan indicates that he had familiarised himself with the nature of some of the key problems that have arisen in management of the Estate, such as the service charge arrears and problems with electricity billing, on the evidence provided, we are not confident that he has sufficient previous experience of managing mixed-use developments, to warrant his appointment as manager of a development as large and as complex as the Estate.

36. Finally, we note that Mr Bates, in his closing submissions, now accepts that Dr Stevens is unlikely to be suitable for this appointment, partly because of his confusing evidence, and partly because of his previous involvement in disciplinary proceedings with RICS, that we do not need to expand upon in this decision.

Mr Tony Hymers

37. Mr Hymers clearly has substantial experience in property management. However, neither he, nor Burlington Estates, appear to us, to have had experience of managing a large, complex, mixed-use development such as the Estate. Burlington Estates portfolio of 1,600 units is quite small, and Mr Hymers agreed, in cross-examination, that Burlington Estates does not manage a development with the same sort of mix as the Estate.

38. He described Burlington Estates as providing a bespoke service to high-end clients in central London prime properties. His oral evidence, and the photographs attached to his Management Plan, indicate that Burlington Estates' business model is predominantly the management of a small number of Prime Central London, high-end properties, in particular, mansion blocks. We consider such properties to be markedly different in size, nature and composition to the Estate. Nor are we persuaded that the mixed-use developments that Mr Hymers said he was involved in managing, whilst working in the public sector, are comparable to the Estate. No detail as to the size, nature, and composition of these developments was provided in his Management Plan, but when asked, at the hearing, to describe the commercial elements involved, he gave examples such as a nursery and an architect's office. Developments with such a small commercial element are not, in our view comparable to those found on the Estate and are unlikely to have involved issues relating to the large-scale provision of shared services, that have been a significant problem during Mr Coates' appointment as manager.

39. As to the mixed-use developments Burlington Estates have managed, once again, very little detail is provided in Mr Hymers' Management Plan. From the information provided, and his oral evidence, these developments do not appear to us to involve a significant commercial element, and do not appear to be large or complex developments. The closest comparable to that of the Estate, appears to be Heron Place. However, we do not consider a development consisting of just 36 residential units and 10 commercial units, with and 50 parking spaces, comes close in scale and composition to the Estate.

Mr Potter and Mr O'Grady

40. It did not appear to us that either Mr Potter or Mr O'Grady have had substantive experience of managing large mixed-use developments. Details of four developments managed by Mainstay were annexed to their Management Plan. The developments at Glasshouse Gardens in the Stratford Olympic park, and the development at Elephant Park in Southwark, appear to be purely residential. The development at Liberty

Place has 250 apartments, but only 9 commercial units, and does not in our view appear to have any significant mixed-use characteristic.

41. Mr Potter suggested that the development that most resembles the Estate is the development at West 3 in Ealing which comprises 897 units comprising social housing and keyworker apartments, leasehold flats and a small number of leasehold and freehold houses. However, there is nothing to suggest that this development has any commercial units, and when asked that question at the hearing, Mr Potter's response was that he has not been involved in managing the development. Nor, he said, has he had any management role with Liberty Place. In cross-examination, he was frank in confirming that he has not managed anything like the Estate, and that he does not manage any properties at all at present. Instead, he described his role as supporting those that do. He said that the last time he managed a property was about two years ago. Mr O'Grady informed us that he has never any hands-on residential property management experience. We conclude that neither Mr Potter nor Mr O'Grady have sufficient experience in managing large mixed-use developments to appoint them as joint tribunal managers of the Estate.
42. In addition, we do not consider it suitable to appoint managers, to manage a development of this nature in Canary Riverside, London, where one of the two proposed joint managers is based in Worcester. The suggestion that Mr Potter would be on site once a fortnight, and Mr O'Grady once a week, appears to us to be inadequate. The history of Mr Coates' management, as identified in previous decisions of this tribunal and the Upper Tribunal strongly suggest that this is a development that will require substantial day to day involvement by the tribunal-appointed manager, with ready access to the Estate.

Mr Unsdorfer

43. Mr Bates suggests that Mr Unsdorfer lacks relevant experience, that he does not appreciate the need to be independent and to be seen to be independent, and that his management plans are vague, and based on hope and expectation. We disagree with all these submissions.
44. Mr Upton, in his closing submissions, indicates that CAL now prefer the appointment of Mr Unsdorfer over their own nominees, Mr Potter and Mr O'Grady. He submits that Mr Unsdorfer's performance at the hearing established that he was the most impressive candidate by some distance. We agree with that assessment. Mr Unsdorfer has spent 45 years in the property industry, considerably more than any of the other nominees. He had clearly prepared well for the hearing before us and had prepared a detailed and considered Management Plan. We were impressed with his confident and assured answers to our questions, as well as to the questions put to him in cross-examination.
45. In our view, Mr Unsdorfer has clearly demonstrated substantial experience of managing mixed use developments. In cross-examination, he confirmed that 30% of Parkgate Aspen's current portfolio of about 6,000 flats, are in

mixed-use developments, and that this is a growing part of their portfolio. That, in our view, is a substantial number.

46. Whilst he has not been the full-time manager of all the developments identified in his Management Plan, and nor would we expect him to be given that he is the Managing Director of Parkgate Aspen, it was clear from his Management Plan, and his oral evidence, that he has a detailed knowledge of those developments, and that he has also been personally involved in some of the difficult managerial issues that have arisen.
47. Tally Ho Corner, is clearly a substantial mixed-use development, comprising a tower block with 158 apartments above commercial space that includes a garage, arts centre, and supermarket. Like the Estate, it has a substantial car park on two levels, shared between the residential and commercial users. Mr Unsdorfer confirmed that the development has a significant shared services element, with service charge costs allocated according to seven schedules in the leases. His evidence indicated to us that he clearly understood the process of allocating costs across multiple lease schedules, which is important, relevant, experience, given the complexities involved in the allocation of costs between the residential and commercial lessees on the Estate. We do not agree with Mr Bates suggestion that Tally Ho Corner cannot be considered comparable to the Estate, because it is not a luxury development. Mr Bates does not explain why that distinction is relevant, and if there is any relevance at all, we consider it to be negligible. Whilst residents of a luxury development might arguably have greater expectations than those in a less luxurious development, there is nothing to suggest that Mr Unsdorfer would be unable to manage such a development, nor such expectations.
48. Although we are unclear how many residential units there are at the Reach, it appears to have a significant mixed-use element, involving a restaurant, a betting shop, a NHS clinic, a pub, a Tesco store and three car parks. Fountain Court also appears to be a development with substantial commercial parts and shared services.
49. Mr Unsdorfer's explains in his Management Plan that the mechanical installations present at Baltic Quay were designed and built for a mixed-use development, comprising sprinklers, hose reels, mechanical smoke ventilation, backup generators, a fire-alarm system with over 20 zones, plant rooms with two loading bays, several lift motor rooms, and three water tank and pump sets. Given the considerable number of mechanical installations and facilities servicing the Estate, Mr Unsdorfer's experience with Baltic Quay will also be useful when managing the Estate.
50. Mr Bates submits that Mr Unsdorfer's proposal to outsource electricity billing, including the recovery of costs, evidences his lack of experience, as this will lead to increased costs across the Estate. We do not agree with that submission. In our assessment, Mr Unsdorfer was the only nominee who demonstrated that he had given serious thought not only to the identification of problems that have arisen regarding management of the Estate during Mr Coates' appointment, but also how those problems might

be overcome. At paragraph 20 of his Management Plan Mr Unsdorfer identifies that the issues with the ‘tainted’ electricity metering in the blocks has left the finances of what should be an eminently manageable complex, open to abuse and endless dispute. He suggests that a money-claim regarding electricity charges on contested metering can be endlessly disputed and delayed. In oral evidence, Mr Unsdorfer said that he had discussed this issue with Mr Broome, Mr Coates’ assistant, who said that the Mr Coates had seen his handling of electricity billing and recovery as a source of income. Mr Unsdorfer considered this to be misguided, and that for Mr Coates to be engaged in cost recovery, where meter readings are known to be inaccurate, was a drain on his management time that had led to very substantial litigation costs.

51. It is not disputed that there are issues with the electricity metering on the Estate, and it was evident from Mr Coates previous application under s.20ZA of the Landlord and Tenant 1985 (“the 1985 Act”) that this has taken up a significant amount of his management time. Against that background, we consider Mr Unsdorfer’s proposal to outsource electricity billing and cost recovery, so that he could focus on management of the Estate, to be a considered response to a properly identified issue, rather than the naïve plan Mr Bates suggests. There is no evidence before us to establish that this will result in an overall increase in costs, given the substantial litigation costs that have already been incurred in arrears recovery.
52. We do not consider the fact that Mr Unsdorfer has only held one previous s.24 appointment to be a disadvantage, as Mr Bates suggests. Neither of CREM’s nominees have held a s.24 appointment. In our assessment, Mr Unsdorfer’s oral evidence indicated that he had a good understanding of the role of a tribunal-appointed manager. He understood that this was a personal appointment, and that he was answerable, and had a reporting obligation, to the tribunal, but he also recognised that it would be his responsibility to make management decisions, rather than seeking guidance from the tribunal. He also said that he would only approach the tribunal for directions where variations to the Management Order were needed because his obligations under the Order were being frustrated in some way, and that he should refrain from asking the tribunal to decide between disputes between parties on the Estate, as these were his responsibility to resolve.
53. In addition, Mr Unsdorfer evidently has considerable experience of litigation before this tribunal which we consider to be useful experience for a tribunal-appointed manager to hold, as the manager may well be involved in the pursuit of applications before the tribunal. This may include seeking a determination as to payability of service charges under s.27A of the 1985 Act, or seeking dispensation from statutory consultation obligations with leaseholders under s.20ZA of that Act. The manager will also need to take control of the several existing service charge arrears proceedings currently proceeding through this tribunal.

54. As Mr Upton states in his closing arguments, both members of this tribunal have had experience of previous tribunal litigation regarding Dorset House. Mr Jarero was a member the tribunal that sat on a 9-day hearing in 2011/12 and Judge Vance heard an application in 2017. Mr Unsdorfer was present at both hearings, in his capacity as managing agent for the building. In his Management Plan, he identifies that there have been numerous s.27A applications brought to the tribunal regarding leaseholders' service charge liability at Dorset House, including an application concerning a £9 million replacement of heating pipework, which involved six months of major intervention into the commercial parts of the development to enable the installation of new pipework. He explains that he successfully managed cash flow problems at a time when service charge arrears had peaked at £2 million, maintained the presence of contractors on site, and delivered the system on time. We agree with his suggestion that this evidences the type of strategic thinking, and tenant liaison, that will be useful in dealing the possible reconfiguration of the electrical services on the Estate.
55. Other examples of Mr Unsdorfer's considerable management experience with mixed-use developments was given in his Management Plan. He explains that: at Point West, SW7, he was called in to advise a tenants' association challenging substantial funds drawn from the service charge account and in the reallocation of capital expenditure costs to the commercial parts; at Fountain House, he successfully resolved a conflict with the owners of the BMW showrooms regarding residential access to the lower entrance car park, which, he says involved extensive negotiations; at Tally Ho Corner, he states that the property was in bad condition when Parkgate Aspen took over management, but they successfully managed to turn the building around, and lower centre costs by 20%; and at The Reach, where an application to the tribunal was made that resulted in a reapportionment of service charge liability under the residential leases.
56. We do not agree with Mr Bates' submission that Mr Unsdorfer lacks the independence needed in a s.24 manager. He criticises his reference to the possibility of renting one of CAL's serviced apartments to help overcome the lack of accommodation for the manager. This, he says, would involve entry into an inappropriate commercial relationship with CAL, and one that should not have been contemplated by a potential manager of the Estate. We consider that criticism to be unwarranted. This suggestion was only one, of several possible suggestions, put forward by Mr Unsdorfer to address what we consider to be a real issue for the new manager, the lack of suitable accommodation for the manager to use in carrying out his management functions. We agree with Mr Unsdorfer that the Estate requires a full-time estate/facilities manager, and having inspected the security office, we agree that it is cramped, and that it would be preferable if additional accommodation could be identified for the manager's use. Mr Unsdorfer was the only nominee to come up with a range of possibilities to address the accommodation problem, and the fact that he did so is to his credit. We do not accept the suggestion that this demonstrates lack of independence. In any event, Mr Upton made it clear at the hearing that

CAL was unlikely to rent an apartment to him as this may not be permissible under the terms of its lease. We also note that CREM has asked Mr Coates to enter into a licence, at a rent, for his existing use of the security office, meaning that CREM has actively sought entry into a commercial relationship with the manager of the Estate. If CREM consider that type of commercial arrangement to be appropriate, it is had to see why entry into a commercial relationship with CAL, if it were permissible under its lease, gives rise to a perception of impartiality.

57. Mr Bates suggests in his closing arguments that Mr Unsdorfer volunteered to the tribunal that in his previous s.24 appointment he assisted leaseholders with an RTM application, and that this too calls into question his independence. This submission arises from a question asked by Mr Bates in cross-examination, to which Mr Unsdorfer's response was that this arose 17 years ago, and whilst he could not remember details, he might have referred the leaseholders to solicitors. We do not see why such a referral, if it in fact occurred, calls into question Mr Unsdorfer's independence as a manager.
58. Mr Bates also refers, in his closing arguments, to Mr Unsdorfer presently advising leaseholders of the Point West development in connection with a proposed s.24 managerial appointment which is opposed by the landlord. However, when asked about this in cross-examination, Mr Unsdorfer's response was that he has not helped the leaseholders with their application. We are not satisfied that there is evidence that he has provided such assistance, and even if he had, we do not see why it calls into question his independence.
59. At paragraphs 109 to 113 of his witness statement of 4 July 2019, Mr Marsden alleges that Mr Unsdorfer specialises in taking control away from landlords in favour of residents, through helping set up RTM companies and helping residents obtain s.24 orders. We see no merit in these allegations. Mr Unsdorfer made it clear, when giving evidence, that when the statutory RTM was introduced, Parkgate Aspen, as with other managing agents, made a business decision to pursue work advising RTM companies. We see no reason to criticise him for doing so, and do not agree with Mr Bates' submission that this casts doubt on his independence or suitability for appointment as manager of the Estate. Mr Unsdorfer's evidence, was that he was a landlord himself, and that Parkgate Aspen actively seek instructions from both landlords and residents. We see no reason to doubt this and do not consider there is evidence that he is a "residents man" who will not be neutral in his dealings with CREM, as Mr Marsden suggests.
60. Mr Bates' final point on independence was that prior to the hearing, Mr Unsdorfer saw fit to attend a meeting with Ms Jezard, representatives of CAL, and representatives of Residential Land Ltd (a third party with no interest in this application). He suggests that the meeting was ill-advised and calls into question his independence. Mr Bates does not expand on why the meeting was inappropriate in his closing arguments and we do not consider his attendance at that meeting evidences impartiality.

61. We also disagree with Mr Bates' submission that Mr Unsdorfer's management plans are flawed. On the contrary, out of all the nominees, he was the one demonstrated the fullest consideration of how to resolve some of the problems that have arisen. He has also provided substantial detail as to the proposed composition of his management team at paragraph 27 of his Management Plan. He plans to appoint Jonathan Weisrose, an experienced property management surveyor, to take over David Broome's role in dealing with day to day management issues; Mr Weisrose would be assisted by Kathryn Perry; Phillip Cove, a Director, assisted by Natasha Freiburger, would deal with staff interviews and a review of job specifications; Joanna Sigalov, another Director, assisted by Janet Brand, would deal with TUPE transfer of staff; Nilsh Shah, Finance Director, and his team would deal with handover of management data and funds from Mr Coates. Mr Unsdorfer would deal with headline issues and would task their energy consultant to lock down a new electricity contract from October. He would also take the lead on engagement with CREM, reviewing the parameters and jurisdiction of the Management Order, and reviewing the potential splitting of the electrical supply and the current meter-replacement programme.
62. We consider this to be a suitable management structure, and that Mr Unsdorfer's proposed fees, whilst higher than the other nominees are realistic. His evidence was that if this was a functioning development, £375 plus VAT per residential flat was likely to be a reasonable fee. However, we agree with him that £500 plus VAT per residential unit is realistic, for now, given the extent of the work that is likely to be needed on set-up.
63. We consider Mr Unsdorfer proposals regarding the renewal of the electricity supply to be appropriate, namely, to look, with its energy supplier, into other options before providing a £2 million guarantee to renew the contract with the existing supplier, and, in the event of a shortfall, to secure a facility from his bankers. Mr Bates criticises him for not understanding that the Management Order requires him to enter into the electricity contract in his own name. However, on re-examination by Mr Upton, Mr Unsdorfer confirmed that he would be entering into the contract, using a back to back guarantee, if necessary.
64. Nor do we see any reason to doubt his conclusion that, on his examination of the service charge accounts of the Estate, there will be sufficient funds to meet CREM's £200,000 insurance demand, due after 1 October 2019, especially given his indication that Mr Coates' intended to issue service charge demands in advance of the appointment of the new manager.
65. We also consider Mr Unsdorfer's plans regarding securing accommodation for use by the management team to be realistic. He stated that if all other avenues were unsuccessful, he would rent accommodation close to the Estate. That, in our view is not unrealistic given the amount of office accommodation we noted in the vicinity of the Estate on our inspection.
66. Finally, in our view Mr Unsdorfer has put forward appropriate proposals regarding repairing the relationship between the manager and the

landlord. Mr Bates suggests, in his closing arguments, that the landlord has repeatedly expressed its concerns about Mr Coates' management style being too litigious and his overly close relationship with RACR and CAL. However, Mr Unsdorfer specifically states in his Management Plan that he considers Mr Coates' legal spend to be "eye-watering", that he wishes to seek "a better solution for all stakeholders on the estate" and that he hopes that an "open and transparent dialogue with the landlord and leaseholders can lead to sensible commercial outcomes". That approach to us appears eminently sensible. As Mr Unsdorfer expressly recognises, CREM has a vested interest in repairing relationships, and in the proper management of the estate. As to the suggestion that Mr Coates has been too close to RACR and CAL, any manager of the estate clearly must engage with all stakeholders, but must also act independently. For the reasons stated above, we see no reason to doubt Mr Unsdorfer's independence and impartiality, irrespective of CREM's concerns over Mr Coates' past conduct.

67. We are therefore satisfied that Mr Unsdorfer should be appointed as replacement manager in place of Mr Coates, and that the Management Order should be varied accordingly. As RACR's application to appoint him was not an application made by a 'relevant person' for the purposes of s.24(9) of the 1987 Act, it appears to us that we do not need to be satisfied that it is just and convenient to appoint him as the manager to replace Mr Coates. However, if that is wrong, and the just and convenient test does apply, we consider it is met. He is the best candidate of the nominated managers and we consider he has evidenced the experience and skills required for the role.

Amran Vance

9 September 2019

Appendix 1 - Rights of Appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

Appendix 2

Parties involved in the various applications

LON/00BG/LVM/2018/0018

BETWEEN

Palm Trees Paradise Holdings Limited

Applicant

and

Mr Alan Coates

Respondent

and

**(1) Various leaseholders represented by the Residents
Association of Canary Riverside**

(2) Yianis Hotels Limited

(3) Mr J Christodoulou

(4) YFSCR Limited

(5) Canary Riverside Estate Management Limited

(6) Circus Apartments Limited

(7) Westminster Management Services Limited

**(8) Everest Investments Trading Limited and Hermitage
Lane Investments Limited**

LON/00BG/LVM/2019/0010

BETWEEN

Mr Alan Coates

Applicant

and

(1) Octagon Overseas Limited

(2) Canary Riverside Estate Management Limited

Respondents

and

**(1) Various leaseholders represented by the Residents
Association of Canary Riverside**

- (2) Yianis Hotels Limited
- (3) Mr J Christodoulou
- (4) YFSCR Limited
- (5) Circus Apartments Limited
- (6) Westminster Management Services Limited
- (7) Everest Investments Trading Limited and Hermitage Lane Investments Limited
- (8) Palm Trees Paradise Holdings Limited
- (9) Ms Eugenie Vrettos
- (10) A Fresh Start Ltd

Interested Persons

LON/00BG/LVM/2019/0013

BETWEEN

Canary Riverside Estate Management Limited
Applicant

and

Mr Alan Coates
Respondent

LON/00BG/LVM/2019/0014

BETWEEN

**Various leaseholders represented by the Residents Association
of Canary Riverside**
Applicant

and

(1) Octagon Overseas Limited
(2) Canary Riverside Estate Management Limited
Respondents

LON/00BG/LVM/2019/0016

BETWEEN

**Various leaseholders represented by the Residents Association
of Canary Riverside**

Applicant

and

(1) Octagon Overseas Limited

(2) Canary Riverside Estate Management Limited

Respondents