

Ms Lisa McLean
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Ms Noëlle K-Dit-Rawé

(By bike) (on 30 Sep)

Ref: LM.R360/1

CONFIDENTIAL

29 September 2003

Dear Lisa

Thank you for your time this afternoon.

1. 20C Order application

To confirm what we have agreed:

1.1 Consent Order

1. You are going to sign the Consent Order (which you had attached to your letter to me of 23 September) and send it to Martin Russell Jones (MRJ) asking them to sign it.
2. Relative to the draft covering letter to MRJ you had prepared, dated 23 September, you will remove from the last part of the first paragraph: “*..in recent correspondence.*”, leaving the sentence to read: “*We write further to our correspondence in the above matter and enclose a draft Order that we propose sending to the Leasehold Valuation Tribunal confirming the agreement reached.*” (When I queried “*the agreement reached*” you told me that it refers to the Consent Order). (I asked this as I wondered if there was a connection with the exchange of correspondence that has taken place between MRJ, yourself and myself since 18 September in relation to my 10 August 20C Order application to the LVT)
3. Upon receipt of the signed copy from MRJ, you will send it to Mr David Stewart, LVT. Relative to the covering letter you had drafted, dated 23 September, you will replace the word “approve” by “seal”.

1.2 My reply to Mr Staddon’s opinion

Yesterday, I sent you by fax, my reply to Mr Staddon’s opinion you sent me on 25 September 2003. As faxed document can lose a bit of their definition, I attach a ‘clean’ copy for your file¹.

Motivated by my experience of recent months, for the record, I will now summarise the contents of my attached letter:

1. I found it curious that under his ‘Application’ section, Mr Staddon’s ignored three factors which made it clear that my application for a 20C Order applied to the whole block, not just myself:
 - (i) my covering letter of 12 August 2003 to my application;
 - (ii) Oliver Fisher’s letter to the LVT and MRJ of 7 April 2003;
 - (iii) Mr Staddon’s request, on my behalf, during the 28 April 2003 LVT hearing.
2. I drew attention to the fact that there are three fundamental differences between the letter you wrote to MRJ on 18 September and their reply of 19 September:

¹ My letter to Ms McLean, Piper Smith & Basham, dated 28 September 2003

- (i) you wrote: "Please confirm whether your client is prepared to **waive** its costs as against Miss Rawé of the LVT proceedings..." whereas MRJ's letter of 19 September states: "... our clients are prepared to **not claim** from your client"

I stated that I did not agree with Mr Staddon's view under point 12 of his "advice": "... as I understand it, the other lessees will not be being asked to pay the Respondent's 'share' of the landlord's costs, the landlord will be absorbing those himself... thus... they will have suffered no loss..", and expressed my view that: "This is definitely not what can be inferred from MRJ's statement".

- (ii) I informed you that the addition by MRJ of the adverb "**permanently**" worried me. As in Mr Staddon's opinion under point 7, as well as under point 8, namely "... what they are asking for is implicit in the Respondent's original offer..." – I stated "– then, this addition to our offer does not need to be added".
- (iii) I stated that: "The third fundamental difference is MRJ's statement": "... and that this is accepted by the Leasehold Valuation Tribunal..." and wrote: "This is an action required of a third party – over which I have no control".

2. Obtaining from the LVT, a summary of their 17 June 2003 determination

We discussed the possibility of your writing a joint letter - from yourselves and CKFT – to the LVT along the lines you had suggested in your letter to me of 5 September. Looking at this letter now, you were suggesting asking the Tribunal – in relation to the contingency fund: "... Does this actually mean that it would be unreasonable to not use the funds in part and, if so, to what extent would it be unreasonable, and/or to what extent does 'part' relate?"

As, in their letter to the residents, dated 7 June 2001, MRJ wrote: "At present, there is approximately £125,000.00 in the Reserve Fund, but in view of the scope of works required to be carried out it is anticipated that the sum will be inadequate to meet the costs. This means that once the Specifications have been prepared and estimates obtained, a Landlord & Tenant Act 1985 Notice will be served on you giving details of the **additional payment required from you...**", I would suggest that it is no longer relevant to press the LVT on the view it expressed in its report – and assume that, if in light of this letter from MRJ the Claimant still maintains their current position, then this will have to be dealt with in Court. (It may be helpful to remind you that, on 9 September, I sent a copy of MRJ's letter of 7 June 2001 to Ms Siobhan McGrath, President, LVT).

(A) - See my note below

As we discussed today, this leaves the issue of a number of items for which the Tribunal said to be **unable to make a decision due to lack/ insufficient specification**. Mr Tim Brock has calculated that these amount in total to **£144,745.87 (or 25.6% of the global sum demanded)** (excluding VAT and management fee plus VAT). Mr Brock, calculates that, in their July 'revised price' specification, the Claimant has reduced the cost down to **£109,896.87** i.e. **a reduction of £34,849.00**. However, as highlighted by Mr Brock: "There is no explanation from Killby and Gayford for this reduction, or what directions they have followed from the Tribunal's decision. This reduction still does not change the fact that it is possible that further cost reduction would occur if the works were correctly specified".

(Mr Brock calculated that the LVT **disallowed the sum of £129,958.00** (excluding VAT and management fee plus VAT). In his view, this amount has been taken into consideration by the Claimant in their 'revised price' they sent me in July).

Hence, what I am seeking from the Tribunal is: a summary of its determination, including detail of the items for which it concluded having insufficient information to make a determination – and the financial amount demanded by the Applicant for each of these items.

What I would also like from the Tribunal in relation to these items for which it said to be unable to make a decision, is to make a determination as to what next step(s) the Applicant must take i.e. under leasehold property law, what must the Applicant do? (This must be within the remit of the LVT rather than County Court's).

(A) **NKR Subsequent note:** Given that (1) CKFT's offer of 21 Oct 03 took full account of the contingency fund (2) Mr Silverstone, CKFT, had written to Healys (my solicitors for a few hours) on 7 Aug 03: "The LVT, of course, made it clear that it could not order Steel Services to utilise those funds.... Your client's suggestion that the company is required to do so... We recognise that this matter will have to go to Trial if it cannot be resolved by agreement" – it is clear that Ms McLean informed CKFT of this – ahead of the offer.

3. Standard disclosure of documents for County Court

Thank you for giving me today the updated list of the documents to be sent to West London County Court for the purpose of the 'Standard disclosure of documents'. I attach the copy on which I have made annotations².

- (A) - 'Directions set by the LVT – 29.10.02' needs to be added after document #35. This is quite a critical document in terms of demonstrating that MRJ were in breach of the directions set by the Tribunal
- (B) – 'Defendant's letter to MRJ – 12.01.03' needs to be added after document #53. (This makes it my 6th/7th attempt to get a "detailed breakdown of the costs" from them)
- Document #87 is a letter from CKFT on which they wrote "Without prejudice". As I understand it from you/Mr Twyman, this prevents the document from being included in the bundle
- As we have documents relating to my 20C Order application (#95, #101, #104, #106) then the covering letter to my application, dated 12 August 2003, should also be included in the pack

Something I mentioned to you before and forgot to remind you today: the form 'List of documents: standard disclosure', the word 'Defendant' has been crossed out, leaving 'Claimant'. What do I do about this? Cross-out it and write 'Defendant'?

Also, what am I meant to write in the box: "Please state why you are the appropriate person to make the disclosure statement"?

I would also like my first name to be spelt properly.

Thank you

Yours sincerely

Noëlle Rawé

² List of documents for County Court's 'Standard Disclosure'

NKDR: NAME
of Residents
subsequently
blacked out
for the purpose
of circulation

NOËLLE

1 of 5.

LE SERVICES LTD -v- NOËLLE YVONNE SYLVIE

LIST OF DOCUMENTS

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RAWÉ

No.	Description	Date	
1.	Defendant's letter to Martin Russell Jones	10.07.00 ✓	
2.	Letter from Martin Russell Jones to Defendant	03.08.00 ✓	
3.	Defendant's letter to Martin Russell Jones	10.09.00 ✓	
4.	Letter from Mr [REDACTED] to Resident Association Committee members	18.12.00 ✓	X
5.	Letter Mr [REDACTED] to Defendant	14.01.01 ✓	
6.	Letter from Mr Ladsky to the residents	25.01.01 ✓	
7.	Letter from ^{Mr [REDACTED]} Mr Ladsky to the residents	31.01.01 ✓	X
8.	Defendant's letter to Martin Russell Jones	06.05.01 ✓	
9.	Martin Russell Jones letter to residents	07.06.01 ✓	
10.	CKFT letter to Mr [REDACTED] and Mr [REDACTED]	11.10.01 ✓	
11.	Steel Services letter to Citizens Advice Bureau	14.10.01 ✓	
12.	Renewal of 1998 planning application - penthouse flat	21.11.01 ✓	X
13.	Martin Russell Jones letter to residents	21.12.01 ✓	
14.	Defendant's email to Martin Russell Jones	26.01.02 ✓	
15.	Front page of condition surveys	02.02 ✓	
16.	Martin Russell Jones letter to Defendant	26.03.02 ✓	
17.	Martin Russell Jones letter to residents	26.03.02 ✓	
18.	Martin Russell Jones letter to residents	15.07.02 ✓	
19.	Martin Russell Jones demand for payment	17.07.02 ✓	
20.	Letter from Mr [REDACTED] to Martin Russell Jones	03.08.02 ✓	
21.	Martin Russell Jones applied to LVT for determination	07.08.02 ✓	

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|-----|---|------------|---|
| 22. | Defendant's reply to Martin Russell Jones | 11.08.02 ✓ | |
| 23. | Defendant's letter to Martin Russell Jones | 11.08.02 ✓ | |
| 24. | Martin Russell Jones letter to all lessees | 20.08.02 ✓ | |
| 25. | Martin Russell Jones reply to Defendant | 30.08.02 ✓ | |
| 26. | Defendant's letter to Martin Russell Jones | 16.09.02 ✓ | |
| 27. | Martin Russell Jones request for payment | 20.09.02 ✓ | |
| 28. | Letter from [REDACTED] to Martin Russell Jones | 24.09.02 ✓ | |
| 29. | CKFT letter to Defendant <i>Threatening to start legal proceedings on 14 Oct.</i> | 07.10.02 ✓ | X |
| 30. | LVT Letter to Defendant | 08.10.02 ✓ | |
| 31. | Defendant's letter to CKFT | 17.10.02 ✓ | |
| 32. | Letter from [REDACTED] to LVT | 19.10.02 ✓ | |
| 33. | Email from [REDACTED] to LVT | 20.10.02 ✓ | |
| 34. | CKFT reply to Defendant | 21.10.02 ✓ | |
| 35. | Defendant's submissions to LVT | 22.10.02 ✓ | X |
| 36. | Defendant's confirmation to the LVT | 10.11.02 ✓ | |
| 37. | Martin Russell Jones letter to Defendant | 07.11.02 ✓ | |
| 38. | Defendant's letter to Martin Russell Jones | 12.11.02 ✓ | |
| 39. | Defendant's letter to LVT | 25.11.02 ✓ | |
| 40. | Planning application - <i>infill of lightwell.</i> | 25.11.02 ✓ | X |
| 41. | Martin Russell Jones letter to Defendant LVT | 01.12.02 ✓ | X |
| 42. | Claim form filed by Steel Services | 06.12.02 ✓ | |
| 43. | Defendant's letter to LVT | 09.12.02 ✓ | |
| 44. | Defendant's letter to West London County Court | 10.12.02 ✓ | |
| 45. | LVT letter to Defendant | 11.12.02 ✓ | |
| 46. | Letter [REDACTED] to CKFT | 12.12.02 ✓ | |
| 47. | Martin Russell Jones letter to Defendant | 16.12.02 ✓ | |
| 48. | Expert witness report - Brian Gale Associates | 16.12.02 ✓ | |

(A) → (A) Directions set by the LVT.

29.10.02

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|-----|--|------------|--------------|
| 49. | Defendant's letter to West London County Court attaching response to Court claim | 17.12.02 ✓ | |
| 50. | Defendant's defence | 17.12.02 ✓ | |
| 51. | Defendant's letter to LVT | 18.12.02 ✓ | |
| 52. | Martin Russell Jones letter to Defendant | 18.12.02 ✓ | |
| 53. | Defendant's request to LVT | 12.01.03 ✓ | X |
| 54. | Martin Russell Jones letter to LVT | 20.01.03 ✓ | |
| 55. | Letter from CKFT to Defendant | 23.01.03 ✓ | |
| 56. | Letter from West London County Court to Defendant | 24.01.03 ✓ | |
| 57. | Letter from Local Police Station to Defendant | 27.01.03 ✓ | X |
| 58. | CKFT Letter to Defendant | 04.02.03 ✓ | |
| 59. | LVT letter to Defendant | 06.02.03 ✓ | |
| 60. | Letter from Local Police Station to Defendant | 08.02.03 ✓ | X |
| 61. | Defendant's reply to Police Station | 11.02.03 ✓ | |
| 62. | Section 2 and 5 from Brian Gale's report | 24.02.03 ✓ | |
| 63. | Email from ██████████ to Defendant | 24.02.03 ✓ | |
| 64. | Defendant's reply to Brian Gale's report | 13.03.03 ✓ | |
| 65. | Notice of Charging Order | 21.03.03 ✓ | |
| 66. | Defendant's letter to Martin Russell Jones | 22.03.03 ✓ | |
| 67. | Defendant's Request to Court for action to be stayed | 25.03.03 ✓ | |
| 68. | Letter from West London County Court to Defendant | 27.03.03 ✓ | |
| 69. | Defendant's letter to Leasehold Valuation Tribunal | 30.03.03 ✓ | |
| 70. | Defendant's analysis of pattern of standing electricity charge | 04.03 ✓ | |
| 71. | Defendant's letter to West London County Court | 01.04.03 ✓ | |
| 72. | Consent Order | 02.04.03 ✓ | |
| 73. | Oliver Fisher letter to Martin Russell Jones and LVT | 07.04.03 ✓ | |

(B) →

(B) - Defendant's letter to MRJ.

12.01.03

74.	Defendant's letter to Martin Russell Jones	15.04.03 ✓	
75.	Defendant's letter to Martin Russell Jones	15.05.03 ✓	
76.	Letter from CKFT to West London County Court	23.05.03 ✓	
77.	Defendant's letter to Martin Russell Jones	01.06.03 ✓	
78.	Notice of Hearing	12.06.03 ✓	
79.	Defendant's letter to West London County Court	17.06.03 ✓	
80.	LVT report	17.06.03 ✓	
81.	Letter from CKFT to Defendant	18.06.03 ✓	
82.	Defendant's letter to West London County Court	22.06.03 ✓	
83.	Letter from West London County Court to Defendant	23.06.03 ✓	
84.	Revised costs for six flats	24.06.03 ✓	X
85.	Draft Order	24.06.03 ✓	
86.	Case Summary	24.06.03 ✓	
* 87.	Letter from CKFT to Defendant	25.06.03	
88.	Court Order	25.06.03 ✓	
89.	Defendant's letter to Martin Russell Jones	06.07.03 ✓	
90.	Defendant's letter to West London County Court	15.07.03 ✓	
91.	Letter from CKFT to Defendant	17.07.03 ✓	
92.	Letter from CKFT to LVT	17.07.03 ✓	
93.	Letter from CKFT to Defendant	21.07.03 ✓	
94.	Letter from CKFT to Defendant	24.07.03 ✓	
95.	Defendant's letter to LVT	30.07.03 ✓	
96.	Assessment by Mr T Brook, LSM Partners of CKFT's revised costs	31.07.03 ✓	
97.	Letter from Martin Russell Jones to Defendant	05.08.03 ✓	
98.	Letter from CKFT to Defendant	05.08.03 ✓	
99.	CKFT letter to Healys	07.08.03 ✓	

* This is the 'without prejudice' letters hence, as I understand it from you, it should not be included.

100.	Defendant's letter to West London County Court	09.08.03 ✓	
101.	Reply from LVT	14.08.03 ✓	
102.	Notice of Case Management	18.08.03 ✓	
103.	Letter from CKFT to Defendant	21.08.03 ✓	
104.	Letter from CKFT I	22.08.03 ✓	
105.	Martin Russell Jones revised costs <i>for all flats</i>	26.08.03 ✓	X
106.	Letter from LVT	29.08.03 ✓	
* 107.	Invoice from Tim Brock	31.08.03 ✓	X
108.	Defendant's calculation of Martin Russell Jones costs	09.03 ✓	
109.	Defendant's letter to LVT	06.09.03 ✓	
110.	Defendant's letter to LVT	09.06.03 ✓	

* Apologies - My error.