

IN THE LEASEHOLD VALUATION TRIBUNAL

IN THE MATTER OF JEFFERSON HOUSE, 11 BASIL STREET, LONDON SW3 1AX

- On which date was this allegedly endorsed by the LVT??
• Where is the LVT seal???

MISS N K DIT-RAWE

Applicant

- and -

STEEL SERVICES LTD

Respondent

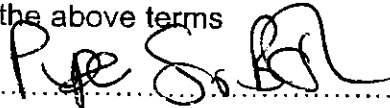
CONSENT ORDER

UPON reading correspondence filed

IT IS ORDERED that:

1. All or any of the costs incurred, or to be incurred by the Respondent in connection with any proceedings arising out of its Application to the Leasehold Valuation Tribunal dated 7 August 2002, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Applicant.
2. The Applicant's Application to the Leasehold Valuation Tribunal dated 10 August 2003 be withdrawn.

We, Piper Smith & Basham,
Solicitors for the above-named
Applicant consent to an order in
the above terms



We, Martin Russell Jones,
Agents for the Landlord,
consent to an Order in the
above terms



ATTENDANCE MEMO

Date: 8 October 2003

Client: RAWE

LM engaged attending the LVT on receipt of their letter dated the 6th October. I spoke to a lady in the absence of Mr Stewart who was on sick leave. I asked when we would receive the sealed consent order because I needed it sealed because it reflected the order in relation to the application under Section 20C she said that she would leave a note for Mr Stewart to deal with it and she hoped he would be back tomorrow, failing which she would get the file retrieve the order seal it and return it to me.

Time engaged 1 unit

See Ms M. Lean's 23 Sep 03 letter to me in which she states "... I enclose... draft letters to go to Martin Russell Jones and the LVT together with a DRAFT of the order"

Where is the evidence of this?

I have not had any document from the LVT to this effect.

- The attached Consent Order was produced by Ms McLean

- It shows that it was faxed back by Martin Russell Jones.

Was the LVT actually contacted?

Given the very limited jurisdiction of the LVT e.g.

- It cannot make a determination if a service charge has already been paid (DAJAN Properties Ltd v. LVT case)

- It cannot award costs.

- It cannot make a landlord use a contingency fund - even though it is of the view that it should (point 63 of the 17 Jun 03 LVT determination)

Does it actually have the authority to

endorse a Consent Order - and

thereby make it legally binding??

ATTENDANCE MEMO

Date: 30 September 2003

Client: RAWE

(A) LM engaged attending Barrie Martin of MRJ when he said that he had some concerns about the draft Consent Order. His first concern was the fact that it referred to costs incurred or to be incurred. I confirmed to him that the wording of paragraph 1 of the Order was the exact wording in Section 20C and as we were making a Section 20C application, I thought that we ought to have that wording in.

He then said that he wanted to clarify what those costs were. I said that clearly they were the costs relating to his client's application to the LVT dated 7 August. He then began to explain that Brian Gale, for example, would be paid a fee for supervising the works once they commenced. That fee was not related to the LVT proceedings and I agreed that that was the case. I said however that if a demand was received by the client at some point in the future that appeared to relate to costs incurred in the LVT then certainly we would not object to it. He confirmed that I should discuss the matter with Ayesha Saleem at CKFT and I confirmed that I would do so.

Ayesha Saleem

LM thereafter attending (AS) at CKFT confirming the same to her and she confirmed that she would thereafter speak to MRJ to confirm that they could sign the Order which would then be sent to me for signature and forward transmission to the LVT. (C)

Time engaged in total: 3 Units

LM

(A) Is this all part of the pretence??
(Given my comments on the previous page).
+ (C)

(B) See my 6 Oct 03 letter to Ms McLean.