

FAX - CONFIDENTIAL

21 August 2003

To	Ms Lisa McLean
Organisation	Piper Smith & Basham
Fax	020 7630 6976
From	Noëlle Rawé (Jefferson House)
Subject	Additional pages County Court hearing 26 August 2003
Number of pages	Page 1 of 14

Dear Ms McLean,

As just discussed, please find attached additional pages from the pack submitted by CKFT for the notice of case management conference and application hearing on 26 August.

Some pages you already have in the file I previously sent you. However, for ease of understanding the sequence of documents in the CKFT pack, I thought it would be helpful to include them.

I would like to take this opportunity to confirm my position:

- About CKFT's offer "to discuss" with them i.e. try to strike a deal. I am not prepared to do this. This would be a very unwise move as it would allow them to get away with the need to redraw the specification, thereby leaving me exposed to further demands at a later stage which, I can guarantee, would be made (letters from MRJ of 26 March 2002 and 15 July 2002 and of 15 July 2002). Hence the rationale of my strategy of saying that the LVT decision applies to the whole block, not just me. By forcing them to do this, it will put a line under the costs i.e. they will not have any comeback and, if they do come back, I will be in a much better position to challenge them. Last but not least, I am also hoping that by doing this they will give up on the block as I am taking away their opportunity to illegally charge works to the residents.
- The points in my letter of 9 August to the Court:

In their revised specification, the Claimant:

- (a) has not adjusted the 24 June 2003 demand to take full account of the LVT's decision;
 - (i) has not complied with the consultation proceedings as detailed under the Landlord & Tenant Act 1985 for the £144,745.87 worth of items for which the LVT said to be unable to make a decision due to lack/ insufficient specification (It may be that these works are not required. How can we know given that the specifications have not been drawn-up?)
 - (ii) has not used the contingency fund as contribution towards the works
- (b) is attempting to charge residents a 6.45% increase on the overall cost of the contract when it is clear, from the comments made by the Tribunal, that the specifications and method of organising these works are below standard and hence, *responsibility for the delay rests with the Claimant – not the lessees* (see the assessment of the revised specification by Mr Tim Brock, LSM Partners)

Other points

- Their claim against me is part of the same claim against other lessees – even though my lease is different from that attached by CKFT to their application to the Court
- They did not have a copy of my lease when they made the claim. They asked me for a copy after they saw my defence – and the copy I have is not signed by me. (Should not they have had a copy of my lease before putting the claim through)?
- Their demand does not comply with the terms of my lease (I put this in my defence last December, and is a point I had raised with CKFT before that - and also in one of my letters to the LVT on which MRJ was copied). According to my lease, the landlord should have demanded for the service charge by instalments. There is also a major issue as regards the concept of demanding service charge for major works by using the interim service charge procedure. This is an important point as clause 2 (c) (ii) of my lease provides that the landlord must use its “*best endeavours*” to keep the annual service charge at the “*lowest reasonable figure*”
- MRJ has not met my numerous demands a proof for the electricity charges they have put on their claim to the Court. In addition to which there are many errors in their claim (I have pointed these out in my defence)

Please, address correspondence to my work address:

[REDACTED]
[REDACTED]

Best regards

Noëlle Rawé

MEMORY TRANSMISSION REPORT

PAGE : 001
 TIME : 21-08-03 12:27
 TEL NUMBER1: 020-
 NAME : FX866

FILE NUMBER : 878
 DATE : 21-08 12:17
 TO : 8902076306976
 DOCUMENT PAGES : 014
 START TIME : 21-08 12:17
 END TIME : 21-08 12:27
 SENT PAGES : 014
 STATUS : OK

FILE NUMBER : 878 *** SUCCESSFUL TX NOTICE ***

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