

Ms Lisa McLean
Piper Smith & Basham
31 Warwick Square
London SW1V 2AF

Ms Noëlle K-Dit-Rawé

3 September 2003

Your ref: LM.R360/1

Dear Ms McLean

Thank you for your two letters of 1 September. I will start with your letter in response to mine of 28 August. To facilitate the response, I have numbered the paragraphs in your letter, starting the numbering from your third paragraph: "A copy of the order made by the court...".

1 Thank you for the attendance notes. I have noted the dates. (As an aside: 2nd paragraph, 2nd sentence, I would put instead "We informed" (rather than confirmed))

2 Thank you

3 I included it in case it became relevant at a later stage. (My not having it on 26 August was probably not important given the Judge's acceptance of, in my view, CKFT's lie that "it was an error")

4 By yesterday I had not received your invoice.

It is critical that I understand the costs associated with - each of the stages - relating to the multi-track process. Please, provide me with an estimate.

5 What is Mr David Pliener's hourly rate?

There are no precedents of people who, like me, were vindicated in challenging the landlord in the LVT, who found a way of getting their costs back?

I will speak to Mr Brock today/tomorrow

6 Thank you

7 Re. your 1st and 2nd sentence: I want a line drawn under **the costs of the major works**. As the specification currently stand this cannot be achieved.

3rd sentence: Indeed I have made an application to the LVT requesting that **the Claimant not be permitted to put their costs** on the service charge.

4th sentence: Correct. And as explained above, I am not referring to the LVT costs but, to the costs of the major works

6th sentence: I did not know I could do that. **IF** we do not get to a trial because - between now and then - the Claimant complies with my legitimate requests, I want to get back **all the Court related costs** as I am being forced to incur these costs due to the fault of the Claimant. (And for the same reason, I want to be able to get my LVT related costs back)

For the 26th August hearing, I wanted to get back the £1,800 I have had to pay Mr Brock for reviewing the Claimant's 'revised price' specification. Mr Pliener agreed with this. However, after talking to the CKFT's representative he said: "She is right. This will have to wait/ be dealt with (?) at the trial". This suggests to me that I have to go all the way to trial in order to get all my Court related costs back.

8 I want to ensure that what is specified in the specification – and I end up paying for - is carried out.

(They may be doing other works as they have two planning applications: one for building an extra floor; the other for extending the surface area of several flats by using a lightwell space)

Draft letter to CKFT: the last paragraph needs to be reviewed. Given that: (1) this will require consultation, and hence time (see my last comment under point 9 below, and my comment under point 12 below); (2) the cheque must be with CKFT by Tuesday 9 September, please **write a draft letter referring only to the cheque** and the payment of £265 they owe me.

In doing this, **can you please detail how the sum of £2,255.07 was arrived at.**

To save time from when we finalise the letter, I am enclosing the cheque now: Nat West #1401

9 I currently do not have access to my files. I think that in my fax to you of 26 August I stated that as **no specifications were drawn/ or were deemed by the Tribunal to be sufficient to make a determination, in the first instance, how, as a lessee, can I determine whether or not the items of work are actually required?** They may not be necessary. Indeed, in my 9 August letter to the Court I gave the example of the boiler:

Point 38 – “*Mr Gale also accepted that there was no boiler specification in the tender document, which merely stated “to remove and replace with new the boiler plant and all associated pipework”*”, and

Point 21 – “*Mr Jones (of Michael Jones & Associates, Engineering Consultants) confirmed that the boilers were also about 20/25 years old, were working, were being maintained, and were not defective at the moment, but were starting to fail more regularly”*

In their decision, the Tribunal has not made a recommendation that the boiler should be replaced.

Hence, without specification it cannot be determined what, if anything of the boiler, needs to be replaced.

I believe that the lack/ insufficient specification is due to lack of assessment of the condition of the items. (Mr Brock will need to confirm/ clarify this).

As: **(1) the specifications were not drawn (2) could not therefore be properly tendered – I conclude from this that the Claimant must issue a Section 20 Notice.**

This must be done as: (1) **the value of the works is greater than £1,000;** (2) **otherwise it deprives me of my rights under Section (4) (c) (“The notice shall describe the works to be carried out and invite observations on them and on the estimates...”)**. I may wish to have my own expert review the specification and the tenders obtained.

Ms McLean, I realise that this will mean additional costs, but this is an important point: **can you please consult one of your firm’s experts on this.**

What this person needs to consider is: for items amounting to, according to my surveyor, £144k, the Tribunal said to be unable to make a determination due to lack/insufficient specifications. Is my above reasoning correct? (The actual amount – which is definitely greater than £1,000 – is irrelevant. The question that needs to be addressed is the principle).

10 This will be dependent on Mr Brock putting a strong argument forward (as detailed in my last weekend communication to him on which I copied you).

For clarification: I have *not* yet contacted Ms McGrath. I will do this once I have had discussion with Mr Brock.

11 It is the *responsibility* of the Claimant because it is as a result of their doing that this situation has occurred.

No, nothing to do with Section 20 Notice. I do not believe that the Claimant's request complies with the terms of my lease.

For this point as well, can you please get one of your firm's experts to properly look at my lease in order to get an opinion.

(In requesting this, plus my comment under point 9 above, I am thinking of my objectives further down the line, which include claiming my costs back. The more of a case I can build against the Claimant, the greater my chances. And, evidently, in the case of a landlord, I need to build a 'mountain' of evidence to stand a chance).

12 At the weekend I will put together a summary of events which detail the events that have led me to my current position. In doing this, I will detail correspondence received/sent.

I envisage that it will probably form a good basis in terms of addressing the directions set by the Court: (1) disclosure of documents; (2) witness statement.

Re. Mr Ladsky: on Sunday 31st August at 22h45, somebody came into the building making very loud thumping noises with their feet while walking in the entrance corridor. The level of noise was such that it was evidently intentional. The person then used the lift – which was activated for a long time (Mr Ladsky resides on the top floor). I am bound to conclude that it was Mr Ladsky as he knows that my flat is under the entrance – and I reported in my 9 August letter to the Court that I can hear when noise is made in the entrance corridor.

Regarding your second letter:

In terms of costs, please note my point 4 above.

I understand your position but: *"Obviously if any further demands are sent they will need to be justified as reasonable in the normal way"*. Given what you know, what probability would you assign to this occurring? In any case, without having tightly defined specifications what would I have as a basis to challenge the demand?

About getting my LVT related costs back, please see my point 5 above.

It requires a barrister to research this?

Re. your numbered points 2 and 4, please see my point 9 above

Your last paragraph about not receiving payment had me running around yesterday and getting very mad with my bank. As I explained in my email, being at work, I could only quickly scan through the documents you sent me. It is only last night that I saw your PS which was more or less on its own on the next page stating you had received it. I wish your typist had had the initiative of removing the last paragraph.

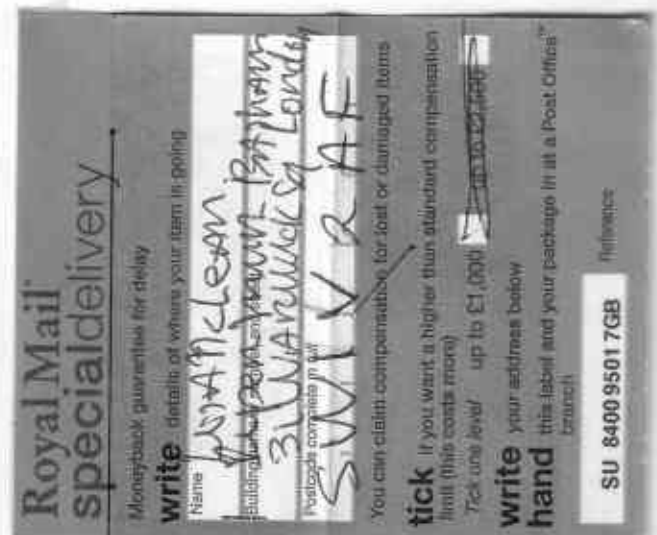
I had to take the morning off in order to write this letter. (Too tired to do it last night after a hectic day at work). Going to the office this afternoon when I will fax it to you. I will also put a copy in the post in order to enclose the cheque.

Thank you for your continued assistance

Yours sincerely

Noëlle Rawé

Enc. Nat West cheque, #1401 for £2,255.07



MEMORY TRANSMISSION REPORT

PAGE : 001
TIME : 03-09-03 13:41
TEL NUMBER: 020 7630 6926
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FILE NUMBER : 005
DATE : 03-09 13:40
TO : 902076306976
DOCUMENT PAGES : 004
START TIME : 03-09 13:40
END TIME : 03-09 13:41
SENT PAGES : 004
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FILE NUMBER : 005

*** SUCCESSFUL TX NOTICE ***

CONFIDENTIAL

To: Ms LINA McLEAN
Piper Smith & BASHAM
FAX 020 7630 6926.

From Noëlle Roswé
Ref: LTA.R 360/1

Page 1 of 4.