

2745

**HM COURTS AND TRIBUNALS SERVICE
LEASEHOLD VALUATION TRIBUNAL**

Case No: CHI/19UC/OLR/2013/0094

Between:

Shelley Nicola Irving

(Applicant)

and

Fay Garner and Jill Garner

(Respondent)

**In the Matter of Section 48 and Section 91(2)(d) of the Leasehold Reform,
Housing and Urban Development Act 1993 ("the Act")**

Premises: 3a Maundeville Crescent, Christchurch, Dorset BH23 2EW ("the
Premises")

Date of Hearing: Paper determination 19th June 2013

Tribunal: Mr D. Agnew BA LLB LLM Chairman
Mr R T A Wilson LLB

DETERMINATION AND REASONS

Background

1. On 12th March 2013, the Applicant's solicitors, Messrs Coles Miller, submitted two applications to the Tribunal on behalf of the Applicant. The first was to determine the premium payable for a new lease of the premises under the Act and to determine the terms other than the premium, for that new lease. The second application was for the Tribunal to determine the landlord's costs in connection with the granting of the new lease under the Act.
2. In the course of the proceedings the premium was agreed but the parties could not agree the lease terms other than the premium or the landlord's costs and so these latter issues fell to be determined by the Tribunal.

3. Directions were issued by the Tribunal for the determination to proceed by way of a paper determination based on the written submissions of the parties without an oral hearing and neither party objected to that procedure.
4. Both parties made their written submissions on the lease terms, the Respondents' solicitors, Messrs D'Angibau, provided a schedule of costs giving a breakdown of the same and the Applicant's solicitors provided Points of Dispute in respect of those costs.
5. The case came before the Tribunal for determination on 19th June 2013.
6. Appended to this Determination and Reasons at Appendix 1 is the travelling draft lease as drafted by the Respondents' solicitors with the clauses objected to by the Applicant's solicitors struck through. Appended hereto at Appendix 2 is the Respondents' solicitors' schedule of costs. References to item numbers in this Determination and Reasons are references to the numbered items on that schedule of costs.

Lease terms.

7. The Respondents' solicitors seek two new clauses in the new lease. The first, by paragraph 3 of Schedule 1 to the draft new lease, is to replace the existing clause 2(d) of the lease. The existing clause requires the lessee:-
"To pay all costs charges and expenses (including Solicitors costs and Surveyors fees incurred by the Landlord for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court".
8. The Respondent says that the new clause 2(d) as proposed by them is requested under section 57(6) of the Act which provides that either the landlord or tenant "may require that for the purposes of the new lease any term of the existing lease shall be excluded or modified in so far as –
(a) it is necessary to do so in order to remedy a defect in the existing lease; or
(b) it would be unreasonable in the circumstances to include, or include without modification, the term in question in view of changes occurring since the date of commencement of the existing lease which affect the suitability on the relevant date of the provisions of that lease".
9. The Respondent asserts that the current clause 2(d) was originally intended to recover costs (particularly legal costs) incurred where the landlord needed to commence forfeiture proceedings. Subsequent legislation has required court and/or tribunal proceedings to be taken to forfeit a residential lease (Protection from Eviction Act 1977 and section 168 of the Commonhold and Leasehold Reform Act 2002) and that the

proposed new clause 2(d) is meant to ensure that as far as possible the Landlord can recover his costs of forfeiting the lease.

10. The second proposed amendment (in paragraph 6 of the First Schedule to the draft new lease) is for there to be a new paragraph 3 to the Second Schedule to the current lease and provides for the Landlord a right to build or rebuild or alter the building and the grounds thereof (excluding the demised premises) and to erect scaffolding notwithstanding that the light or air to the demised premises is diminished or that the scaffolding may create a nuisance inconvenience or disruption to the tenant or breach the covenant for quiet enjoyment. The Respondents' solicitors say that this is being sought due to changes in the health and safety legislation and that it is unreasonable for the landlord to have the obligation to carry out repairs without the right to erect scaffolding. However, the Respondents' solicitors do not persist in seeking such of this additional provision as extends the right of the landlord to redevelop the site.
11. The Applicant's solicitors object to the two proposed new clauses on the following grounds. With regard to the proposed new clause 2(d) they say that section 57(6) of the Act is not meant to provide an opportunity to include additional provisions simply because they may be desirable. They cite the unreported Lands Tribunal judgment in *Gordon v Church Commissioners for England* in support of this proposition. Further, they point out that the existing lease clause does not deal with consents or licences, recovery of arrears or notices of repair, schedules of dilapidations or any other notices or claims relating to breaches of covenant. This, they say, is not a defect in the current lease and the inclusion of these terms would not be just a modification of the existing terms. As far as the preconditions that have been required by subsequent legislation before forfeiture can be commenced is concerned, the Respondents' solicitors say that their primary submission is that the suitability of the existing lease has not been affected by the changes: the landlord will still be able to recover the costs of or incidental to the preparation and service of a section 146 notice. Their secondary submission is that if the existing lease provision has been affected by the said subsequent statutory requirements the Tribunal could determine that the words "or in contemplation of" could be inserted after "incidental to" in the existing clause.
12. Originally, the Applicant's solicitors sought a new paragraph 7 to Schedule 1 to the lease requiring the tenant to carpet the floors to the flat (with the exception of the kitchen and bathroom). It was not clear to the Tribunal whether they intended to pursue the inclusion of this additional clause because they did not refer to it in their skeleton argument in support of their case. The Tribunal assumes, therefore, that they do not intend to pursue it. The Respondents' solicitors object to that provision in any event on the basis that section 57(6) of the Act does not provide the right to include provisions that may be desirable but which do not satisfy the provisions of the section. Further as there is no current

provision to this effect, they say that the proposed paragraph is not necessary to remedy a defect in the current lease, nor, they say, is it unreasonable to include an existing clause or include it without amendment.

13. With regard to the proposed paragraph 6 to Schedule 1 to the draft new lease, the Respondents' solicitors submit, again, that section 57(6) of the Act is not meant to provide an opportunity to insert just any clause that might be desirable, that the current provision in paragraph 2 of the schedule is sufficient to accommodate what the Respondents' solicitors seek. It is, therefore, not necessary to remedy a defect nor is it unreasonable to include an existing provision or include it without modification. In any event, they say the proposed paragraph is inadequate and unreasonable in that it does not, for example address the level of nuisance or degree to which the lessee's rights might be infringed.

Determination as to lease terms.

14. In determining this application the Tribunal took as its starting point the opening words of section 57(1) of the Act which states that: "Subject to the provisions of this Chapter (and in particular to the provisions as to rent and duration contained in section 56(1)) the new lease to be granted to a tenant under section 56 shall be a lease on the same terms as those of the existing lease." It is true that section 57(6) states that subsections 1-5 shall have effect subject to subsection (6) but the wording of subsection (6) in the Tribunal's view is quite restrictive. The Tribunal respectfully agrees with HH Judge Huskinson's dictum in *Gordon v Church Commissioners for England* in that it does not allow the addition of a wholly new term. Under section 57(6)(a) any exclusion or modification of an existing term must first of all be necessary and it must be necessary to cure a defect in the existing term. The words "necessary" and "defect" must, in the Tribunal's view, be construed narrowly. Under section 57(6)(b) the provision is concerned with the exclusion of an existing term (not the inclusion of a new term) or the inclusion of a modified existing term. Again, in the Tribunal's view, this does not permit a new term and the use of the word "modification" connotes an adjustment to a term that is already there. The Tribunal accepts, however, that the "changes" referred to in the statute could refer to changes in legislation.
15. Turning to the proposed new clause 2(d) specifically, there is no existing provision permitting the landlord to recover costs of anything other than those incurred for the purpose of or incidental to the preparation and service of a notice under section 146 of the Law of Property Act 1925. Consequently, the proposed new term permitting the recovery of landlord's costs of applications for consents, recovery of arrears of rent, notices of repair, schedules of dilapidation and claims for breaches of covenant (other than in relation to section 146 notices) are entirely new provisions and are outside the scope of section 57(6). The existing

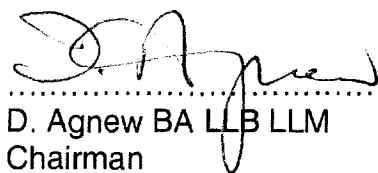
provision is satisfactory for recovering the costs of and incidental to the preparation of the section 146 notice and is therefore not defective. With regard to the requirement to take court proceedings before forfeiting a residential tenancy is concerned, the landlord has always been able to recover costs of forfeiting a lease in the court proceedings themselves and if the parties had contemplated the lease providing for the landlord to be able to recover indemnity costs in such circumstances, the lease would have so provided. The position is less clear as far as the requirement to seek a determination from a court or tribunal before the landlord can forfeit for breach of covenant. The position with regard to courts would be no different from that alluded to above but tribunals have traditionally had no costs jurisdictions (save in cases where a party has acted frivolously, vexatiously, disruptively, abusively or otherwise unreasonably). As from 1st July 2013 the First-tier Tribunal of the Property Chamber will have power to order costs but only where a party has acted unreasonably. Nonetheless, the onus of showing that it would be unreasonable to include an unmodified provision in a new lease under the Act lies with the party seeking the modification. (Davies v Howard de Walden Estates Limited (Unreported 1988 LVT) and the Tribunal does not consider that the Applicant has discharged the onus of proof in that regard. The Tribunal has not received any argument to the effect that the current provision is not sufficiently widely drafted to permit the landlord to recover costs necessarily incurred prior to issuing a section 146 notice. It is arguable that the wording "incidental to the preparation and service of a notice under section 146 of the Law of Property Act" would be sufficiently wide to cover acts necessarily undertaken before preparing and serving such a notice because they are incidental to it. The Tribunal is not convinced that the Respondents' solicitors suggestion of adding: "or in contemplation of" after "incidental to" adds anything to the matter.

16. In summary, therefore, the Tribunal determines that the proposed new clause 2(d) referred to in paragraph 3 of Schedule 1 to the draft new lease shall not be included in the new lease.
17. With regard to proposed paragraph 6 in Schedule 1 to the draft new lease, the Tribunal finds that this is not necessary to remedy a defect in the existing lease and as there is no provision currently with regard to the erection of scaffolding it cannot be said that it would be unreasonable to include an existing provision in that regard with or without modification. The proposed paragraph 6 in Schedule 1 shall not, therefore, be included in the new lease.
18. For the avoidance of doubt, in case it is still the intention for the Applicant to pursue the inclusion of paragraph 7 to Schedule 1 in the draft new lease, the Tribunal determines that this shall not be included in the new lease for the same reasons as for paragraph 6 to Schedule 1 set out in paragraph 17 above.

Landlord's costs

19. The Tribunal has considered the Respondents' solicitors' schedule of costs, the points in dispute filed by the Applicant's solicitors and the Respondents' solicitor's skeleton argument in respect of costs. The Tribunal allows the claim for costs as asked as being reasonable save for the following items :-
Item 9: we allow 2 units.
Item 16: we consider this unnecessary
Item 20: disallowed as this in our view is duplicated at item 31
Item 21: we allowed 10 units as being a reasonable time for this work.
Item 22: we disallowed 1 unit, notification to valuer.
Item 23: we disallowed 1 unit (letter in).
Item 24: we disallowed 1 unit (letter in)
Items 25-33: we allowed 10 units as being reasonable for this work.
Item 34: we disallowed as this was done after the commencement of the proceedings.
20. The result of the foregoing is that there should be a deduction of £780 from the costs claimed leaving an amount payable by the Applicant in the sum of £963.50 plus vat if appropriate and disbursements (which were not in dispute).

Dated this 26th day of June 2013


.....
D. Agnew BA LLB LLM
Chairman

APPENDIX 1

DATED

2013

DEED OF VARIATION

relating to

3A MAUNDEVILLE CRESCENT, CHRISTCHURCH, DORSET BH23 2EW

between

FAY GARNER AND JILL GARNER

and

SHELLEY NICOLA IRVING

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H M LAND REGISTRY

LAND REGISTRATION ACT 2002

Administrative area: Dorset: Christchurch
Tenant's title number: DT274158
Landlord's title number: DT330501
Property: 3A Maundeville Crescent, Christchurch, Dorset
BH23 2EW
Date: 2013

PARTIES

- (1) **FAY GARNER and JILL GARNER** 44 Chessel Avenue, Jboscombe, Bournemouth BH5 1LJ (**Landlord**).
- (2) **SHELLEY NICOLA IRVING** of 3A Maundeville Crescent, Christchurch, Dorset BH23 2EW (**Lessee**)

BACKGROUND

- (A) This deed is supplemental and collateral to the Lease.
- (B) The Landlord and the Lessee have agreed to vary the Lease on the terms set out in this deed.
- (C) The Landlord is entitled to the immediate reversion to the Lease.
- (D) The persons comprising the Lessee are the registered proprietor of the leasehold title

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions in this clause apply in this deed.

Existing Rent: the rent of £5.00 per annum

Existing Term: 99 years from 28th February 1977

Lease: a lease of the demised premises dated 28th February 1977 and made between John Alan Garner(1) and Florence Ruby Gwendoline Lanza (2)

New Rent: a peppercorn rent (if demanded)

The Premium: the sum of Nine Thousand Eight Hundred and Seventy-five Pounds £9,875.00

New Term: 189 years from and including 28th February 1977 to and including 27th February 2166

The demised premises: 3A Maundeville Crescent, Christchurch, Dorset BH23 2EW more particularly described in the Lease.

Value Added Tax: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease. References to the **Lessee** include a reference to its respective successors in title and assigns.
- 1.3 A reference to the Lease includes any deed, licence, consent, approval or other instrument supplemental to it.
- 1.4 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.5 A **person** includes a corporate or unincorporated body.
- 1.6 Each of the expressions **Landlord covenant** and **Lessee covenant** have the meaning given to them by the Lessor and Tenant (Covenants) Act 1995.
- 1.7 Unless the context otherwise requires, a reference to the **demised premises** is to the whole and any part of them
- 1.8 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this deed and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.9 Clause, Schedule and paragraph headings do not affect the interpretation of this deed.
- 1.10 Except to the extent that they are inconsistent with the definitions and interpretations in clause 1 of this deed, the definitions and interpretations in recital 1 of the Lease shall apply to this deed.

~~2. VARIATIONS OF THE LEASE~~

2.1 Variations made

From and including the date of this deed, the Lease shall be read and construed as varied by the provisions set out in the Schedule.

2.2 **Lease remains in force**

The Lease shall remain fully effective as varied by this deed and the terms of the Lease shall have effect as though the provisions contained in this deed had been originally contained in the Lease

2.3 **Premium**

The Landlord acknowledges receipt of the Premium from the Lessee

3. **TENANT'S COVENANT**

The Lessee covenants to observe and perform the lessee's covenants in the Lease as varied by this deed.

4. **REGISTRATION OF THIS DEED**

4.1 **Application for registration**

Promptly following the completion of this deed, the Lessee shall apply to register this deed at HM Land Registry against the Lessee's registered title

4.2 **Requisitions**

The Lessee shall ensure that any requisitions raised by HM Land Registry in connection with an application for registration are dealt with promptly and properly.

4.3 **Official copies**

Within one month after completion of the registration, the Lessee shall send to the Landlord official copies of the respective registered titles.

~~5. **COSTS**~~

~~5.1 On completion of this deed the Lessee shall pay the reasonable costs and disbursements of the Landlord's solicitors in connection with this deed including any costs and disbursements properly incurred or to be incurred by the Landlord in registering this deed.~~

~~5.2 The obligations in this clause extend to costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements and any value added tax chargeable on the payments by the Lessee except to the extent that the Landlord is able to recover such value added tax.~~

6.6. EXECUTION

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

6.7. APPLICABLE LAW

This deed shall be governed by and construed in accordance with the law of England and Wales.

7.8. CONTRACTUAL RIGHTS OF THIRD PARTIES

No term of this deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party

8.9. DECLARATIONS

8.9.1 This lease is granted under Section 56 of the Leasehold Reform, Housing and Urban Development Act 1993

8.9.2 No long lease created immediately or derivatively by way of sub-demise under the term hereby granted shall confer on the sub-tenant as against the Landlord any right under Chapter II of Part I of the Leasehold Reform, Housing and Urban Development Act 1993 to acquire a new lease

8.9.3 The Landlord may, (a) at any time not earlier than twelve months before the term date of the existing lease, and (b) at any time during the period of 5 years ending on the term date of the lease apply to the court under section 61 of the Leasehold reform, Housing and Urban Development Act 1993 for an order for possession of the demised premises on the ground that for the purpose of redevelopment he intends to demolish or reconstruct or to carry out substantial works of construction on the whole or a substantial part of the building, and that he could not reasonably do so without obtaining possession of the demised premises and the provisions of that section and of Schedule 14 of that Act shall apply accordingly

8.9.4. The Landlord shall not be personally liable under any of the covenants on the part of the Landlord herein contained otherwise than in respect of breaches thereof for which the Landlord is responsible

Schedule 1 Particulars of agreed modifications to the terms of the Lease
of the Lease

1. In clause 1 *of the Lease* the New Term shall be substituted for the Existing Term
2. In clause 1 *of the Lease* the New Rent shall be substituted for the Existing Rent

~~3. Clause 2(d) of the Lease shall be deleted and replaced by:~~

2(d) To pay to the Landlord on a full indemnity basis all costs fees charges disbursements and expenses (including those payable to counsel solicitors surveyors managing agents and bailiffs) reasonably incurred by the Landlord and also a reasonable charge in respect of work or functions carried out by the Landlord or its agents and employees in connection with:

(i) every application made by the Tenant for a consent or licence required or made necessary by the provisions of this Lease whether granted refused or offered subject to any lawful qualification or condition or whether the application be withdrawn

(ii) the consideration preparation and service of a notice under section 146 of the Law of Property Act 1925 or incurred in or in contemplation of proceedings under sections 146 or 147 of that Act notwithstanding that in any such case forfeiture is avoided otherwise than by relief granted by the Court

(iii) the recovery or attempted recovery of arrears of rent and other sums due from the Tenant

(iv) any steps taken in contemplation of or in connection with the preparation and service of a notice of repair or schedule of dilapidations or any other proper notice or claim relating to any breach of the Tenant's covenants in this Lease during or after the expiration or sooner determination of the term

~~3 4.~~ In clause 2(g) of the existing lease the amount of "three pounds" shall be deleted and replaced with "a reasonable fee of not less than £50"

~~4 5.~~ In clause 2(h) of the existing lease the Landlords shall not be required to give notice to the Tenant in cases of emergency

~~6. A new paragraph 3 of the Second Schedule shall be added as follows:~~

The right to build or rebuild or alter the building and the grounds thereof (but excluding the demised premises) and erect scaffolding in any manner notwithstanding that the light or air to the demised premises is in any way diminished and notwithstanding that such works or scaffolding may constitute a nuisance inconvenience or disruption that may otherwise breach the covenant for quiet enjoyment of the demised premises

~~7. There shall be added a new paragraph 10 of the 3rd Schedule to the Lease as follows:~~

~~The Tenant shall ensure that the floors of such parts of the demised premises as fall within the building, but excepting kitchen(s) and bathroom(s), are properly carpeted with a suitable underlay or other material to minimise so far as is reasonable the transmission of sound~~

SIGNED as a deed by
SHELLEY NICOLA IRVING
in the presence of:

Witness Signature:
Name:
Address:
.....
Occupation:

SIGNED as a deed by
FAY GARNER
in the presence of:

Witness Signature:
Name:
Address:
.....
Occupation:

SIGNED as a deed by
JILL GARNER
in the presence of:

Witness Signature:
Name:
Address:
.....
Occupation:

APPENDIX 2

Costs Schedule

| Item Number | Description | Fee Earner/Charge Rate | Costs |
|-------------------------------------|--|-----------------------------------|--------|
| 1 - 23 rd August 2012 | TC received from client re S 42 Notice received (1 unit) | Senior Solicitor/£205.00 per hour | £20.50 |
| 2 - 24 th August 2012 | Receiving S 42 Notice for consideration (1 unit) | Senior Solicitor/£205.00 per hour | £20.50 |
| 3 - 24 th August 2012 | Considering method of service for S 42 Notice and diarising key dates (2 units) | Senior Solicitor/£205.00 per hour | £41.00 |
| 4 - 24 th August 2012 | Complying with regulatory requirements and producing terms of engagement and client care letter (2 units) | Senior Solicitor/£205.00 per hour | £41.00 |
| 5 - 29 th August 2012 | Enquiries to availability of valuer by telephone (1 unit) | Senior Solicitor/£205.00 per hour | £20.50 |
| 6 - 29 th August 2012 | Confirming instructions to the valuer to act in obtaining a valuation of the premium by email (1 unit) | Senior Solicitor/£205.00 per hour | £20.50 |
| 7 - 29 th August 2012 | Considering validity of the Notice under S 42 and noting that further evidence was required (2 units) | Senior Solicitor/£205.00 per hour | £41.00 |
| 8 - 29 th August 2012 | Reporting to our client to confirm instruction of the valuer (1 unit) | Senior Solicitor/£205.00 per hour | £20.50 |
| 9 - 31 st August 2012 | Drafting Notice under Paragraph 2 of Schedule 2 of the 1993 Regulations and accompanying letter to Coles Miller requesting further evidence of entitlement (3 units) | Senior Solicitor/£205.00 per hour | £61.50 |
| 10 - 6 th September 2012 | Investigating further whether the terms of the new lease set out in the initial Notice | Senior Solicitor/£205.00 per hour | £82.00 |

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| | complied with the terms of the act in concluding that they probably did not (4 units) | | |
| 11 – 7 th September 2012 | Taking instructions from the landlord as to whether the right to a new lease should ultimately be accepted notwithstanding the defect (1 unit) | Senior Solicitor/£205.00 per hour | £20.50 |
| 12 – 7 th September 2012 | Email to the valuer requesting that he consider the tenant's request for sub-letting (which would not be committed, but to consider the same in respect of his valuation) (1 unit) | Senior Solicitor/£205.00 per hour | £20.50 |
| 13 – 11 th September 2012 | Confirming client's instructions in writing (1 unit) | Senior Solicitor/£205.00 per hour | £20.50 |
| 14 – 13 th September 2012 | Receiving letter with evidence of title (1 unit) | Senior Solicitor/£205.00 per hour | £20.50 |
| 15 – 13 th September 2012 | Considering title documentation and confirming the right (1 unit) | Senior Solicitor/£205.00 per hour | £20.50 |
| 16 – 14 th September 2012 | Acknowledging in accordance to our professional rules the letter from Coles Miller with evidence for title (1 unit) | Senior Solicitor/£205.00 per hour | £20.50 |
| 17 – 25 th September 2012 | Exchange of emails with the valuer with regard to timescale for valuation (2 units) | Senior Solicitor/£205.00 per hour | £41.00 |
| 19 – 28 th September 2012 | Email over from valuer enclosing valuation report (1 unit) | Senior Solicitor/£205.00 per hour | £20.50 |
| 20 – 11 th September 2012 | Considering terms of new lease and preparing initial draft (9 units) | Trainee Solicitor/£115.00 per hour – Supervision of the same senior solicitor (2 units) | £103.50 £41.00 |
| 21 – 8 th October 2012 | Considering initial notice and preparing and drafting counter- | Senior Solicitor/£205.00 per hour | £287.00 |

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| | notice in preparation for service (14 units) | | |
| 22 – 15 th October 2012 | Letter out serving counter-notice and notifying valuer (2 units) | Senior Solicitor/£205.00 per hour | £41.00 |
| 23 – 16 th October 2012 | Letter in from Coles Miller indicating non-agreement to the terms of the new lease and notifying client by letter accordingly (2 units) | Senior Solicitor/£205.00 per hour | £41.00 |
| 24 – 25 th October 2012 | Letter in from Coles Miller regarding lease terms (1 unit) | Senior Solicitor/£205.00 per hour | £20.50 |
| 25 – 6 th November 2012 | Considering amendments to the new lease briefly (1 unit) | Senior Solicitor/£205.00 per hour | £20.50 |
| 26 – 6 th November | Letters to Coles Miller (2 units) | Senior Solicitor/£205.00 per hour | £41.00 |
| 27 – 22 nd February 2013 | Receiving indication as to agreement on premium from valuer (1 unit) | Senior Solicitor/£205.00 per hour | £20.50 |
| 28 – 23 rd February 2013 | Considering in more detail the issues in dispute as notified by Coles Miller and whether they should be incorporated into a draft deed (5 units) | Senior Solicitor/£205.00 per hour | £102.50 |
| 29 – 28 th February 2013 | Receiving letter from Coles Miller regarding agreement on valuation (1 unit) | Senior Solicitor/£205.00 per hour | £20.50 |
| 30 – 6 th March 2013 | Letter Coles Miller and to client regarding draft deed of variation (2 units) | Senior Solicitor/£205.00 per hour | £41.00 |
| 31 – 6 th March 2013 | Drafting deed of variation (8 units) | Senior Solicitor/£205.00 per hour | £164.00 |
| 32 – 8 th March 2013 | Receiving letter from Coles Miller regarding non-agreement of various terms (1 unit) | Senior Solicitor/£205.00 per hour | £20.50 |
| 33 – 8 th March 2013 | Considering further the unagreed parts of the deed of variation and conceding or | Senior Solicitor/£205.00 per hour | £205.00 |

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| | refusing as appropriate and in particular applying development statutory provisions (10 units) | | |
| 34 – 13 th March | Receiving letter from Coles Miller agreeing the valuation fee and confirming dispute in other areas (1 unit) | Senior Solicitor/£205.00 per hour | £20.50 |
| Total | | 87 units | £1743.5 |