

RESIDENTIAL PROPERTY TRIBUNAL SERVICE

LEASEHOLD VALUATION TRIBUNAL

Case number : CAM/00ML/LIS/2006/0001

(formerly CHI/00ML/LIS/2005/0045)

Property : 9 Bedford Square, Brighton BN1 2PN

Application : For determination that the tenant is in breach of a covenant in the lease by carrying out unauthorised alterations without the consent of the landlord; and without planning permission and/or listed building consent
[CLRA 2002, s.168] [Landlord's application]

Landlord : Nine Bedford Ltd, Flat 2, 9 Bedford Square, Brighton BN1 2PN

Tenant : Ms Penny Casdagli, 8A Metropole Court, 156-159 Kings Road, Brighton BN1 2FA

CONSENT ORDER

Tribunal : G K Sinclair, G J Dinwiddy FRICS, & R W Marshall FRICS

Hearing date : Monday 9th October 2006 at the Thistle Hotel, Brighton

For Applicant : Ms Claire Whiteman, solicitor, of Dean Wilson Laing, 96 Church Street, Brighton, BN1 1UJ

For Respondent : Mr Gerard McCullagh, solicitor, of Bosley & Co, 5 Marlborough Place, Brighton, BN1 1UB

UPON THE PARTIES AGREEING the terms of the Schedule hereto

AND BY CONSENT, IT IS ORDERED THAT :

1. The application by the landlord for determination that the tenant is in breach of covenant is dismissed.
2. It is recorded that the parties have agreed that any claim for breach of contract arising from an alleged breach of the terms set out in the schedule to this order may, unless the court orders otherwise, be dealt with by way of an application to the court.

Dated 9th October 2006



Graham Sinclair – Chairman
for the Leasehold Valuation Tribunal

SCHEDULE

- (1) The landlord indicates that it will, subject to reasonable licence conditions including conditions to comply with surveyors' requirements and local authority consents, grant a licence or deed of variation to provide consent to carry out works set out in the Schedule of works of Mr Hatfield dated September 2006, save for item 25 which is not being pursued, and the conditions herein and the conditions of the said licence or deed.

- (2) The tenant will pay the landlord's reasonable costs incurred in connection with the licence or deed including :
 - a. the landlord's reasonable conveyancing costs
 - b. the landlord's reasonable surveyor's costs of Mr Gray, in particular to consider item 27 of the Schedule of works
 - c. the costs of a directors' meeting.

- (3) The tenant will commence such works within six months of licence being granted and will complete them within eighteen months of commencement of the works.

- (4) In the event that the tenant disputes the amount of costs claimed under paragraph (2) the tenant will pay upon completion the sum of £500 plus VAT on account of the costs pending determination.