RESIDENTIAL PROPERTY TRIBUNAL SERVICE
SOUTHERN RENT ASSESSMENT PANEL
SOUTHERN LEASEHOLD VALUATION TRIBUNAL

Case Number: CHI/23UC/LAC/2007/0002

Re: 6 North View, Blockley Court, Blockley, Gloucestershire, GL56 9BS

In the matter of an application under Schedule 11 of the Commonhold and Leasehold Reform Act 2002 (Liability to pay an administration charge).

Between:

Mrs. Deborah Robinson	Applicant
And	
Abbeystone Management Limited	1st Respondent
Witnesham Ventures Limited	2nd Respondent

Date of Application:	5 February 2007
Date of Hearing:	5 June 2007
Members of the Tribunal:	Mr. J G Orme (Lawyer chairman) Mr. P Smith FRICS (Valuer member) Mr. J Reichel BSc MRICS (Valuer member)
Date of decision:	26 June 2007

Decision of the Leasehold Valuation Tribunal

For the reasons set out below, the decision of the Tribunal is that:-

1. **It has no jurisdiction in this matter and it makes no determination in respect of the administration charge which is the subject of the application. The application is dismissed.**
2. **It makes no order under section 20C of the Landlord and Tenant Act 1985.**
3. **It makes no order for costs.**

Reasons

Background

1. In this application, the Applicant ("Mrs. Robinson"), seeks a determination of her liability to pay an administration charge and a variation of that administration charge. Further, she seeks an order under section 20C of the Landlord and Tenant Act 1985.

2. The subject property is 6 North View, Blockley Court, Blockley, Gloucestershire ("the Flat"). It is a flat in an old converted mill building.

3. The Flat was demised by a lease dated 4 March 1994 for a term of 199 years from 25 December 1992. The original parties to the lease were Cromwell Ventures Limited as lessor, Blockley Court Management Company Limited as management company and Carol Ann Bialosiewicz as lessee.

4. At clause 2(3) of the lease is a covenant by the lessee with both the lessor and the management company in the following terms:

   "(3) Not to injure cut or maim any of the walls ceilings floors doors windows or partitions of the demised premises or any part or parts thereof and not to make any structural alterations or structural additions to the demised premises or any part or parts thereof or the internal arrangements thereof nor remove any of the Lessor's or the Management Company's fixtures without the previous consent in writing of the Lessor and/or the Management Company (as applicable) (such consent not to be unreasonably withheld) PROVIDED THAT such plans and specifications of any such alterations or works as the Surveyor shall deem necessary shall be first submitted to the said Surveyor for his approval and the Lessee shall pay the fees of the said Surveyor for approving the said plans and specifications and supervising the works and shall also pay the proper legal costs of the Lessor and the Management Company in connection with any such licence."

5. The lease included a floor plan showing the internal layout of the Flat. In particular, it shows the bathroom to be adjacent to the stairwell and the WC on the opposite side of the Flat adjacent to bedroom 2.

6. The 2nd Respondent, Witnesham Ventures Limited ("Witnesham"), is now the Lessor and the 1st Respondent, Abbeystone Management Limited ("Abbeystone"), is now the Management Company.

7. In May 2004, the benefit of the lease was transferred to Mrs. Robinson. She says that when she acquired the Flat, the internal layout was the same as the layout which now exists. In particular, the bathroom is now in the location shown on the lease plan for the WC and what is shown on the lease plan as the bathroom is now a dressing room. There are suggestions in the documents that the internal walls of the WC have been moved slightly in order to accommodate the bathroom.

8. In October 2006 Mrs. Robinson wanted to sell the lease. She agreed terms with a purchaser. During the course of the legal work for transferring the lease to the purchaser, the purchaser's solicitor became aware of the fact that the existing internal layout of the Flat was not as shown on the lease plan. The purchaser's solicitor asked the Applicant's solicitor ("Warrington & Co") to obtain the lessor's consent to the alterations.

9. On 24 November 2006 Warrington & Co wrote to Abbeystone in the following terms:

   "Further to our telephone conversation we confirm that we are acting for Mrs. Deborah Robinson in connection with her sale of the above named property.
   It has come to light that the bathroom was moved from the position shown on the lease plan before our client purchased the property in May 2004 and we cannot trace that consent was obtained from the freeholders as required by the lease.
   We enclose a copy of the lease plan showing the actual position of the bathroom. We are told that no structural alterations were made.
   We therefore need to apply for retrospective consent and would be grateful if you could approach the freeholders for us.
   We are trying desperately to get this matter exchanged today and have a difficult purchaser who keeps raising one query after another. Your assistance would be greatly appreciated."

   A further letter followed the same day in which Warrington & Co informed Abbeystone that Mrs. Robinson had been told that the bathroom had been in the existing position since before the date of the lease.

10. There followed negotiations between the parties and on 29 November 2006 Abbeystone sent a fax message to Warrington & Co in the following terms:

    "With reference to our telephone conversation this afternoon I write to confirm the position regarding the location of the bathroom at the above property as follows.
    The Freehold Company is aware that the registered lease plan layout does not correspond with the physical layout of the property and believes that there is in consequence a Breach of Covenant.

We understand that the lessee wishes to remedy the breach by making an application for retrospective consent in which respect the Freeholder will grant a licence on the following terms.
That the lessee pays the Freeholders charge of £5000.00.
That each party be responsible for their own costs.
You may take this letter as an irrevocable undertaking to deliver the appropriate licence upon receipt of your cleared funds payment of the Freeholders Charge.
Please do not hesitate to contact me if I can assist you further."

11. On 30 November 2006, Abbeystone sent a fax to Warrington & Co confirming that "*as far as we are aware we have no knowledge of any other Breaches of Covenant relating to the above flat.*" On the same day Warrington & Co wrote to Abbeystone confirming that they held £5000 in their account but that they were still trying to iron out one or two matters. They asked for a draft of the form of consent.

12. On 1 December 2006 Abbeystone sent a specimen licence to Warrington & Co.

13. On 4 December 2006 Warrington & Co sent £5,000 to Abbeystone by telegraphic transfer. The money was credited to the freeholders client account.

14. On 8 December 2006 Mrs. Robinson's representative, Mr. GDH Main, wrote to Abbeystone demanding the return of the payment of £5,000. Abbeystone replied by saying that the letter was being sent to Witnesham for reply.

15. On 5 February 2007, Mrs. Robinson issued the application. Mrs. Robinson named Abbeystone as the respondent to the application.

16. On 9 February 2007 the Tribunal made directions providing for the application to be dealt with on paper and for the delivery of statements of case by both parties.

17. On 16 February 2007 Abbeystone wrote to the Tribunal asking for its name to be removed from the application on the basis that the proper respondent was Witnesham.

18. On 21 February 2007 Mr. Main filed a statement of case on behalf of Mrs. Robinson. On 26 February Mr. Main wrote to the Tribunal objecting to the removal of Abbeystone as a respondent.

19. On 2 March 2007 the Tribunal issued further directions providing for the application to be served on Witnesham and giving it permission to take part in the proceedings.

20. On 29 March 2007 both Respondents filed statements of case.

21. On 13 April 2007 the Tribunal gave directions providing for the application to be heard at an oral hearing.

22. On 20 April 2007 Mr. Main filed a further statement of case on behalf of Mrs. Robinson.

23. On 1 June 2007 the Respondents notified the Tribunal that they did not intend to appear at the hearing.

The Inspection

24. The new owner of the Flat, Mrs. Blackburn, kindly agreed to allow access for the inspection. The Tribunal inspected the Flat on the morning of the hearing in the presence of Mrs. Robinson, Mr. Main and her partner, Mr. Adrian Main. The Respondents were not present nor represented at the inspection.

25. The inspection confirmed that the bathroom is no longer in the position as shown on the lease plan. That room now appears to be used as a dressing room. The bathroom is now in the approximate position of the WC shown on the lease plan although the precise dimensions were not checked. It was not possible to determine at the inspection when the change occurred.

The Hearing

26. A hearing was held at the Moreton Area Centre in the Cotswold District Council Offices in the High Street of Moreton-in-the-Marsh, Gloucestershire on 5 June 2007.

27. Mrs. Robinson was at the hearing and was represented by Mr. GDH Main. Mr. Main is described on his letter heading as an accountant and business consultant. The Respondents were not present nor were they represented at the hearing.

Evidence

28. At the hearing, the statement of case and the further statement of case on behalf of Mrs. Robinson were treated as her evidence. In addition, Mr. Main gave oral evidence at the hearing relating to the negotiations between the parties during the period from 24 to 30 November 2006. The statements of case of the Respondents were treated as their evidence. They gave no further evidence at the hearing.

The Law

29. The law relating to administration charges is set out in schedule 11 to the Commonhold and Leasehold Reform Act 2002. Schedule 11

is given effect by section 158 of that Act. The relevant parts of schedule 11 read as follows:

1. Meaning of "Administration charge"

(1) In this part of this schedule "administration charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly-

(a) for or in connection with the grant of approvals under his lease, or applications for such approvals,

(b) ....

(c) ....

(d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.

(2) ....

(3) In this part of this schedule "variable administration charge" means an administration charge payable by a tenant which is neither-

(a) specified in his lease, nor

(b) calculated in accordance with a formula specified in his lease.

(4) ...

2. Reasonableness of administration charges.

A variable administration charge is payable only to the extent that the amount of the charge is reasonable.

3. ....

4. Notice in connection with demands for administration charges.

(1) A demand for the payment of an administration charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to administration charges.

(2) The appropriate national authority may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.

(3) A tenant may withhold payment of an administration charge which has been demanded from him if sub-paragraph (1) is not complied with in relation to the demand.

(4) ....

5. Liability to pay administration charges

(1) An application may be made to a leasehold valuation tribunal for a determination whether an administration charge is payable and, if it is, as to-

(a) the person by whom it is payable,

(b) the person to whom it is payable,

(c) the amount which is payable,

(d) the date at or by which it is payable, and

(e) the manner in which it is payable.

(2) Sub-paragraph (1) applies whether or not any payment has been made.

(3) ....
(4) No application under sub-paragraph (1) may be made in respect of a matter which-
(a) Has been agreed or admitted by the tenant,
(b) ...
(c) ...
(d) ...
(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.
(6) ....

30. Section 20C of the Landlord and Tenant Act 1985 provides as follows:

(1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a ... leasehold valuation tribunal ... are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.
(3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

The Applicant's case

31. Mrs. Robinson says that the charge of £5,000 was an administration charge because it was an amount payable in addition to the rent in connection with the grant of an approval under the lease. She says that it falls within the terms of sub-paragraph (a) or (d) of Paragraph 1(1) of schedule 11. Furthermore, she says that it is a variable administration charge because it was neither specified in the lease nor calculated by reference to any formula specified in the lease.

32. As such, she says that it is only payable, if at all, to the extent that the amount of the charge is reasonable. Mr. Main confirmed at the hearing that Mrs. Robinson was not applying to vary the terms of the lease under paragraph 3 of schedule 11.

33. Mrs. Robinson says that the charge is not payable because the landlord did not comply with the terms of paragraph 4(1) of schedule 11. She says that the landlord did not give her any summary of her rights and obligations in relation to administration charges when demanding payment. As a result, she says that the demand was invalid and that the payment already made should be returned to her. She relies on a decision of the Leasehold

Valuation Tribunal in the application of **Mrs. M Bennett v Martinvale Developments Ltd (Case no. BIR/OOCN/LVA/2004/0001)** in which the Tribunal held that a demand made without the appropriate information was invalid. She says that the fact that a solicitor was advising her at the time makes no difference.

34. She says that she did not agree nor admit the charge when she paid it. She relies on sub-paragraph 5(5) of schedule 11 and says that she should not be taken to have agreed or admitted the charge by reason of her having made payment.

35. On this issue, it is necessary to examine Mrs. Robinson's evidence in detail. This is set out in paragraphs 4 to 6, 9 to 11 and 14 of her statement of case and on page 2 of her further statement of case. She tells how, when the problem arose, her solicitor contacted Abbeystone to ask for retrospective consent. The reply was that Witnesham would give consent on payment of a fee of £10,000. She was shocked by that response. She then had telephone conversations with Mr. John Howard, the controlling director of Witnesham. She says that he was very intimidating and unreasonable and that he was trying to take advantage of the situation. After many telephone conversations, her solicitors made a final attempt to resolve the situation by speaking to Mr. Howard and "he eventually agreed to reduce his demand to £5,000." She says that she did not agree nor admit anything and made payment under duress merely to enable the sale of the Flat to proceed. It appears from the further statement of case that some of the telephone calls to Mr. Howard were made by Mr. Main, who says "I personally informed Mr. Howard that if he insisted on payment then all attempts would be made to have it reduced retrospectively."

36. The evidence given to the Tribunal at the hearing by Mr. Main related to the attempts to negotiate with Mr. Howard. He said that when faced with the demand for £10,000, Mrs. Robinson had to decide whether to pay or to abort the sale. Mr. Howard told him that even if the sale were to be aborted, he would still pursue the matter of the consent for the alterations. Mr. Main told how he contacted the office of the Tribunal to ask what could be done and that he was told that there was a process for challenging the charge. He was aware that there was something that could be done but he did not know the details. Mr. Main said that having failed to persuade Mr. Howard to reduce the charge, he suggested that the money be placed on a joint deposit account so as to enable contracts to be exchanged on the basis that it would be held pending the outcome of an application to the Tribunal. Neither the purchaser nor the Respondents would agree to that. Mr. Main produced notes from the file of Warrington & Co recording 3 telephone conversations between Mr. Main and the solicitor on 30 November 2006. Those record that Mrs. Robinson had paid

£5,000 to her solicitor who was instructed not to pay the money to Abbeystone and to argue that there was no right to charge.

37. Mr. Main went on to say that on 30 November *"we had to make a decision whether to let the sale abort or risk losing £5,000. The risk was based on the thought that we would be able to have the matter adjudicated afterwards. I was aware of the existence of the Tribunal. Mrs. Robinson made the decision to pay the money on my advice that she may be able to get it back. Mrs. Robinson instructed her solicitor to make the payment."* Mr. Main said that he had spoken to Mr. Howard on 29 November and told him that if forced to pay, he would do his utmost to have it adjudicated.

38. Mrs. Robinson says that she made the payment under duress. Mr. Main accepted that the payment was not as a result of any violence or threat of violence.

39. Mrs. Robinson's case is that the amount of £5,000 was totally unreasonable for the work involved in giving consent. She says that the charge should be the same whether consent is given prospectively or retrospectively and that as Witnesham gave consent willingly without any inspection of the Flat, a reasonable fee would have been £50. Mr. Main said that he received no advice about the terms of clause 2(3) of the lease before the payment was made and that no one mentioned listed building consent during the negotiations.

40. Mrs. Robinson says that the correct respondent to her application is Abbeystone. The reasons are set out in the letter from Mr. Main dated 26 February 2007. She says that Abbeystone is the managing agent for Witnesham and that it deals with all administration for the Flat. It is an authorised signatory for Witnesham and receives and controls all monies on behalf of Witnesham. The payment was made to Abbeystone and it was Abbeystone that gave the undertaking to produce the consent. Mr. Main relied on the fact that the terms of the consent have still not been agreed and that Abbeystone should still be holding the payment as stakeholder. He was not able to show the Tribunal any evidence to suggest that the money was held as stakeholder.

41. On the question of the application under section 20C, Mrs. Robinson relies on the facts that the Respondents have not complied with paragraph 4(1) of schedule 11 and that they demanded an unreasonable amount for the consent. Mr. Main confirmed that Mrs. Robinson is not liable for any further service charges and that she was making the application so that other tenants in the building would not be in danger of having to pay costs in connection with this application. The application for re-imbursement of the fee was made on the same basis. Mr. Main also sought to apply for an order for costs against the Respondents

on the basis that they had acted frivolously in asking for £10,000 and unreasonably in not coming to the hearing.

The 1st Respondent's case

42. Abbeystone says that it is not a proper respondent to this application. It says that it is engaged to collect and administer the service charge account and to collect ground rents. It is not authorised to negotiate consents and it is not an authorised signatory on the account of Witnesham. It has not been the beneficiary of the payment of £5,000. The payment was made into Witnesham's client account.

43. It says that it took no part in the negotiations other than to be the recipient of the initial contact and to confirm what had been agreed at the end of the negotiations.

44. It says that it did not prepare a formal demand for the charge.

The 2nd Respondent's case

45. Witnesham does not accept that there is any evidence to show when the alterations to the layout were made, whether before or after Mrs. Robinson purchased the Flat.

46. Witnesham says that in normal circumstances it would appoint a surveyor to inspect the Flat. It did not do so in this case because Mrs. Robinson was persistent in her determination not to lose the sale. It says that far from putting pressure on Mrs. Robinson, Mrs. Robinson put pressure on it to proceed and that it received continual and persistent telephone calls to progress the matter. As justification for the amount of the charge, it says that it acted with speed and it says that Blockley Court is a listed building where internal alterations would require consent of the local council conservation officer. It says that there were penalties for non-compliance with council regulations which could at some future date fall back upon it as owner of the building.

47. Witnesham's case is that the charge was negotiated between the parties and agreed by the parties. It points out that Warrington & Co did not register any objection to the amount agreed nor state that their client did not agree to the terms. It says that Mrs. Robinson negotiated a contract with it in order to secure another contract advantageous to her and that she now seeks to avoid the original contract with it.

48. Witnesham says that it was not necessary to serve a specific demand nor give the information required by paragraph 4(1) of schedule 11 because a solicitor was advising Mrs. Robinson.

Conclusions

49. Having considered the evidence and having inspected the Flat, the Tribunal finds as a fact that the existing internal layout of the Flat is not as shown on the plan attached to the lease. It accepts the evidence of Mrs. Robinson that the alterations were carried out before she purchased the Flat in May 2004. The Tribunal does not need to and is not able to determine on the evidence before it whether the alterations were carried out before or after the date of the lease.

50. The Tribunal is satisfied that the correct respondent to the application should have been Witnesham. Only Witnesham was able to give consent. The payment was made for the benefit of Witnesham. It would be for Witnesham to make payment if the Tribunal orders the return of any money. Abbeystone was acting as the agent of Witnesham at all times. The fact that correspondence went to and from Abbeystone and that payment was made to Abbeystone's office does not alter that fact.

51. The Tribunal accepts Mrs. Robinson's contention that the charge of £5,000 was an administration charge within the meaning of paragraph 1(1) of schedule 11. The Respondents did not address this issue. The Tribunal accepts that this was a charge raised by the landlord in connection with the grant of an approval under the lease or in connection with an alleged breach of covenant in the lease. Furthermore, the Tribunal accepts that it is a variable administration charge within the meaning of paragraph 1(3) of schedule 11. The Tribunal notes that no charge is specified in clause 2(3) of the lease or elsewhere.

52. The Tribunal finds as a fact that the only demand for payment of the charge was an oral demand by Mr. Howard confirmed in writing by Abbeystone in the fax sent by it to Warrington & Co on 29 November 2006. The Tribunal also finds that neither Abbeystone nor Witnesham complied with paragraph 4(1) of schedule 11. No regulations have been prescribed under paragraph 4(2) but that does not relieve the Respondents of the obligation to comply with paragraph 4(1).

53. The consequence of not complying with paragraph 4(1) was considered by the Lands Tribunal in the case of **Martinvale Developments Ltd v Mrs. M Bennett LRX/90/2004**. This was an appeal from the decision of the Leasehold Valuation Tribunal which was relied on by Mr. Main and which is referred to at paragraph 33 above. At paragraph 13 of his decision, the President of the Tribunal said "*Where the LVT was not correct, in my judgment, was in treating the provisions of sub-paragraph (3), which states that the tenant may withhold payment if sub-paragraph (1) is not complied with, as determinative of the issue arising under paragraph 5 as to*

whether the administration charge is payable. The fact that the tenant is entitled to withhold payment because the requirement of sub-paragraph (1) was not complied with when a demand for payment was made does not mean that the administration charge which was the subject of the demand can never be payable." The effect of paragraph 4(1) is to suspend the obligation to pay. It does not invalidate the demand and it does not give rise to any obligation to repay any money which has been paid.

54. The next issue is whether the Tribunal has jurisdiction to deal with this application. This involves considering the inter-relationship of sub-paragraph 5(4) of schedule 11 with sub-paragraph 5(5). This was a further issue considered by the President of the Lands Tribunal in **Martinvale Developments**. At paragraph 14 of his decision, he says *"The LVT based itself on paragraph 5(5), which provides that the tenant is not to be taken to have agreed any matter by reason only of having made any payment. I do not think that the LVT was right in this respect. The important word is "only". The letter from the tenant's solicitors enclosing the payment said that they would "be pleased if you would let me have in return formal consent to the conservatory and the enlargement of the lounge and dining room into one room". It is in my view necessarily implicit in these words that the solicitors were acknowledging the liability to make payment for the consent to the breaches of covenant. It was these words accompanying the payment that constituted an admission that an administration charge was payable."* The important point here is that the Tribunal must look to see whether there is other evidence (apart from payment) to show that the payment has been agreed or admitted. The President went on to find in that case that there was no admission of the amount payable. The reason for that was that the amount claimed was not wholly attributable to the breach of covenant. Part of it was referable to a prospective valuation of the property.

55. What is clear from the evidence of Mrs. Robinson and Mr. Main is that the negotiations for the consent went on over a period of 5 days from 26 to 30 November. Mr. Howard, on behalf of Witnesham was telling Mrs. Robinson, directly and through her solicitor and Mr. Main, that he was only prepared to give consent on payment of £10,000, subsequently reduced to £5,000. Faced with that position, Mrs. Robinson had a clear choice between (a) aborting the sale and resolving the question of consent at a later time (bearing in mind the provision in the lease that consent must not be withheld unreasonably) or (b) agreeing to make payment in the hope that she would complete the sale of her property. Mrs. Robinson chose the latter option and instructed her solicitor to make the payment. Furthermore, she did that at a time when her advisor, Mr. Main, knew that it might be possible to challenge the charge through the Tribunal. Although Mr. Main says that he told Mr. Howard that he would seek to challenge the payment, there is

no evidence before the Tribunal that there was any condition attached to the payment when it was actually made.

56. On the basis of the evidence before it and without taking into account the evidence of the actual payment, the Tribunal finds as a fact that Mrs. Robinson entered into an agreement with Witnesham to pay the sum of £5,000 in return for a retrospective consent for the alterations to the Flat. That agreement was both an agreement that an administration charge was payable and an agreement as to the amount payable.

57. Mrs. Robinson says that she made the payment under duress. By this the Tribunal understands Mrs. Robinson to be saying that she should not be held to her contract. It is possible for a contract to be void or voidable at law as a result of duress but the test is a high one. *"Duress at common law, or what is sometimes called legal duress, means actual violence or threats of violence to the person, ie threats to produce fear of loss of life or bodily harm."* (Law of Contract by Cheshire, Fifoot & Furmston 14th Edition at page 337). Mrs. Robinson gave no evidence that remotely suggested duress of this nature. The Tribunal finds as a fact that the agreement to pay the charge was not made by Mrs. Robinson under duress. She may have felt that she had no option but that did not amount to duress at law. Any pressure felt by Mrs. Robinson to make the payment came about from her desire to sell the Flat and not from anything done or said by the Respondents.

58. In view of those findings of fact, sub-paragraph 5(4)(a) of schedule 11 applies. Mrs. Robinson was not entitled to make this application and the Tribunal has no jurisdiction to determine it. The application must therefore be dismissed.

59. In view of the Tribunal's decision it is not appropriate for it to make any comment on the reasonableness or otherwise of the charge.

60. The Tribunal is not prepared to make any order under section 20C Landlord and Tenant Act 1985. Any order could only relate to the costs incurred by the Respondents in relation to this application. The Respondents have done nothing wrong in relation to this application. They have put their case. Witnesham may have taken a tough stance in relation to the negotiations but the Tribunal does not consider that that warrants the making of such an order.

61. For the same reasons, the Tribunal is not prepared to order the re-imbursement by the Respondents of Mrs. Robinson's fees paid to the Tribunal. Further, the Tribunal is not prepared to make any order for costs against the Respondents. There is no evidence that the Respondents have acted in a manner that would give rise to the possibility of an order for costs under paragraph 10 of schedule 12 to the Commonhold and Leasehold Reform Act 2002.

Mr. JG Orme
Chairman

Dated June 2007