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RadcliffesLeBrasseur

The Clerk to the London Rent Assessment Committee
The Leasehold Valuation Tribunal
10 Alfred Place
London
WC1E 7LR

23 September 2003

Our Ref: MJE/SLT/LW/100084.325

Your Ref:

#2522143 v1

BY HAND

Dear Sir

The Local Government and Housing Act 1989

Landlord's Application Referring Tenant's Notice Proposing Different Terms or Rent for a Proposed Assured Tenancy to a Rent Assessment Committee
Flat 1, 27 Bryanston Square, London, W1

We act for the Trustees of the Portman Family Settled Estates, the Landlord of Flat 1, 27 Bryanston Square, London, W1.

We enclose :-

1. A Landlord's Application Referring a Tenant's Notice Proposing Different Terms or Rent for a Proposed Assured Tenancy to a Rent Assessment Committee in Form 5;
2. A copy of the Lease under which the long residential tenancy was created;
3. A copy of the Landlord's Notice under Paragraph 4(1) of Schedule 10 of the Local Government and Housing Act 1989 dated 30th May 2003 (Form 1) terminating the tenant's long residential tenancy and proposing an assured tenancy;
4. A copy of the Landlord's Notice under Paragraph 6(1) of Schedule 10 to the Local Government and Housing Act 1989 dated 23rd July 2003, being a Landlord's Notice proposing an interim monthly rent;
5. A copy of the tenant's Notice under Paragraph 10(1) of Schedule 10, dated 28th July 2003 (Form 4) proposing different rent or other terms for an assured tenancy.

We are sending a copy of this letter and application to the tenant.

Yours faithfully,

RadcliffesLeBrasseur

c.c. Mr. J.W. Marshall

LOCAL GOVERNMENT AND HOUSING ACT 1989

Paragraph 10(2) of Schedule 10 to the Local Government and Housing Act 1989

Landlord's Application Referring Tenant's Notice Proposing Different Terms or Rent for a Proposed Assured Tenancy to a Rent Assessment Committee (Long Residential Tenancies)

NOTE - The landlord **must** cross out any text in square brackets which does not apply and tick boxes where appropriate.

- This application form should be used by a landlord who has been served with a notice under paragraph 10(1) of Schedule 10 to the Local Government and Housing Act 1989 in Form 4, proposing different rent and/or different terms to those proposed in his notice terminating the long residential tenancy.
- Please read this notice carefully. If you need help or advice about this form, you should take it immediately to any of the following:
 - a Citizens' Advice Bureau
 - a housing aid centre
 - a law centre
 - a solicitor.
- When you have filled in the form you must send it to the appropriate rent assessment committee **within two months** beginning on the date on which the tenant's notice (form 4) was served on you.
- The rent assessment committee will consider the landlord's notice (form 1) and the tenant's notice (form 4) and decide whether there is a dispute and, if so, what is in dispute. Both the landlord and the tenant will be notified of the date of the committee hearing to decide the matters which are in dispute.
- Please read the notes at the end of the form.

1. Name[s] of tenant[s]

Mr. J.W. Marshall

Address of tenant[s]

Flat 1, 27 Bryanston Square, London, W.1.

Address of the property to which the application relates if different from the address of the tenant[s] given above.

Address as above

2. Name[s] of landlord[s]

Christopher Edward Berkeley (Viscount Portman)

Address of landlord[s]

Care of The Portman Estate Office at
38 Seymour Street,
London,
W1H 7BP

3. Details of property

(a) What type of property is it?

Flat ☒ Terraced house ☐ Semi-detached house ☐

Fully detached house ☐

(b) If it is a flat, say what floor it is on.

Ground ☐ First ☐ Second ☐ Other ☒ *please specify*

Basement

(1) Please insert details.

(c) Give the number and type of rooms, e.g. living room, bathroom etc (1):

2 bedrooms, 1 reception room, dining area, kitchen/breakfast room, bathroom/wc

(d) Do the premises include any other facilities, e.g. garden, garage or other separate building or land?: ☐ Yes ☒ No

(e) If 'Yes', please give details.

4. I attach:

(a) a copy of the lease under which the long residential tenancy was created;

(b) a copy of my notice under paragraph 4(1) of Schedule 10 dated (2): 30.05.2003 (form 1) terminating the tenant's long residential tenancy and proposing an assured periodic tenancy;

(c) a copy of the tenant's notice under paragraph 10(1) of Schedule 10 dated (2): 28.07.2003 (form 4) proposing different rent or other terms for the assured periodic tenancy.

IMPORTANT You must attach copies of documents (a), (b) and (c). If any proposed tenancy agreement was attached to the landlord's notice (form 1), you must attach a copy of that agreement

5. The amount of rent proposed in the landlord's notice is () £ 2,275.00 a month

this ~~includes~~ excludes council tax [of £ a month](4):

this ~~includes~~ excludes water rates [of £ a month](4):

Does the tenant dispute the amount of rent?

Yes ☒ No ☐

If 'Yes', please specify:

The amount of rent proposed in the tenant's notice is () £ 700.00 a month

this ~~includes~~ excludes council tax [of £ a month](4):

this ~~includes~~ excludes water rates [of £ a month](4):

(see notes 1 and 3)

6. Does the tenant dispute any of the proposed terms (apart from the amount of rent) ?

Yes ☒

No ☐

If 'Yes', please set out in Column 1 each term (apart from the amount of rent) proposed in the landlord's notice which is disputed by the tenant and set out in Column 2 the corresponding, alternative term (if any) proposed in the tenant's notice. Also include in Column 2 any other term proposed in that notice:

(5) Please continue on a separate sheet if necessary.

Column 1 ⁽⁵⁾ (Landlord's term disputed by tenant)	Column 2 ⁽⁵⁾ (Alternative term proposed by tenant)
(1) The Tenant pays in addition to the rent of £2,275.00 per month a service rent being a reasonable proportion of the costs incurred by the Landlord in complying with its covenants as set out in (x) (a) (b) and (c).	(1) The rent be £700.00 per month. There be no such service rent.
(2) Interim rent be £2,275.00 per month.	(2) Interim rent be £700.00 per month.
(3) The Tenant will not alter or add to the Property without the Landlord's consent.	(3) The landlord to give consent to any reasonable request.
(4) The Tenant will allow the Landlord access on 24 hours notice.	(4) 2 days notice.
(5) Rent will cease if the Premises are burnt down or the Tenant cannot live in them because of fire damage.	(5) Landlord to arrange comparable alternative accommodation on the same assured tenancy terms.
(6) The tenant to maintain insurance satisfactory to the landlord in respect of the interior of the premises.	(6) Building insurance to be the responsibility of the landlord.

(see note 2)

IMPORTANT - If, after this application to the rent assessment committee, the landlord and the tenant agree any terms for the assured periodic tenancy, the committee cannot change those terms provided that both the landlord and the tenant send the committee written notification of the agreed terms. The committee will take account of the agreed terms in deciding what the disputed terms are and whether there is any dispute as to the amount of the rent.

7. [X][We] hereby refer the tenant's notice proposing rent or other terms for the assured periodic tenancy to the rent assessment committee to determine whether there is any dispute as to the proposed terms and/or rent and if there is any dispute to make a determination.

(see note 4)

8. This application is made under the provisions of paragraph 10(2) of Schedule 10 to the Local Government and Housing Act 1989.

Signed

Date 23 September 2003

To be signed and dated by the landlord or his agent. If there are joint landlords, each landlord or his agent must sign (but one can sign on behalf of another with his consent).

(6) Insert the name and address of the agent, if signed by an agent.

[The name address and telephone number of the agent is (6):

RadcliffesLeBrasseur
5 Great College Street
Westminster
London SW1P 3SJ
Ref: MJE/SLT/LW/100084-325

NOTES

Note 1: The rent decided by the committee will not be inclusive of any variable service charge (as defined in section 18 of the Landlord and Tenant Act 1985). Subject to that, it will include any sums payable by the tenant to the landlord for council tax, the use of furniture, services, repairs, maintenance, insurance or management costs. If the landlord pays water rates for the property, the committee shall determine the rent as if he did not, but an appropriate sum to reflect those payments may be added to the rent.

Note 2: Where the committee decides that there is a dispute about the amount of the rent and the other terms of the tenancy, the committee will first decide whether the terms (apart from the amount of rent) in the landlord's notice, the tenant's notice, or some other terms dealing with the same subject matter might reasonably be expected to be found in an assured monthly periodic tenancy which:

- (a) begins on the day following the date for ending the tenancy;
- (b) gives the same security of tenure as a non-shorthold assured tenancy, (the grounds 1 to 5 for possession of an assured tenancy in Part I of Schedule 2 to the Housing Act 1988 not applying); and
- (c) has the same terms as the undisputed terms or, if the committee has decided the terms, those terms and any undisputed terms.

In deciding the terms, the committee will disregard the fact that the tenancy will be granted to a sitting tenant.

If the landlord and tenant agree any terms of an assured periodic tenancy before a determination by the committee and both of them notify the committee in writing of such expressly agreed terms, the committee may not make any change to the agreed terms. The committee shall take account of those agreed terms in deciding what the disputed terms are and whether there is any dispute as to the amount of rent payable.

Note 3: When the committee have decided the other terms of the tenancy the committee will decide the amount of the rent. The rent set by the committee will be the rent which the committee considers the property might reasonably be expected to be let on the open market by a willing landlord under an assured monthly periodic tenancy which:

- (a) begins on the day following the date for ending the tenancy;
- (b) gives the same security of tenure as a non-shorthold assured tenancy, (the grounds 1 to 5 for possession of an assured tenancy in Part I of Schedule 2 to the Housing Act 1988 not applying); and
- (c) has the same terms as the undisputed terms or, if the committee has decided the terms, those terms and any undisputed terms.

In deciding the rent, the committee will disregard:

- (a) the fact that the tenancy will be granted to a sitting tenant;
- (b) any increase in the value of the property because of improvements carried out by the tenant during the long residential tenancy (subject to some exceptions); and
- (c) any reduction in the value of the property caused by the tenant failing to comply with any term of the long residential tenancy.

Note 4: The rent assessment committee are not required to continue with a determination if the long residential tenancy has come to an end, or if the landlord serves notice in writing on the rent assessment committee that he no longer requires a determination. In such a case with effect from the date on which the assured periodic tenancy takes effect, the rent shall be the rent proposed in the tenant's notice unless no rent was proposed; in which case, the rent will be the rent proposed in the landlord's notice. The other terms of the tenancy will be the terms proposed in the tenant's notice and, so far as they do not conflict with those terms, the terms specified in the landlord's notice. However, if the landlord and tenant agree other terms, those will be the terms of the tenancy.

BY HAND

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RadcliffesLeBrasseur

J.W. Marshall Esq
Flat 1
27 Bryanston Square
London
W.1.

30 May 2003

Our Ref: MJE/SLT/LW/100084.325

Your Ref:

#2453546 v1

Dear Sir

On behalf of your Landlord, for whom we act, we enclose by way of service a Notice under the Local Government and Housing Act 1989, receipt of which please acknowledge.

This Notice is served without prejudice to any contention that you do not have any rights under the Local Government and Housing Act 1989.

Yours faithfully



RadcliffesLeBrasseur

Enc.

LOCAL GOVERNMENT AND HOUSING ACT 1989

Paragraph 4(1) of Schedule 10 to the Local Government and Housing Act 1989

Landlord's Notice Terminating Long Residential Tenancy and Proposing Assured Tenancy (Long Residential Tenancies)

NOTE - The landlord **must** cross out any text in square brackets which does not apply.

- This notice will end your existing long residential tenancy and contains a proposal to replace it with an assured periodic tenancy.
- Please read this notice carefully. **There are time limits which you must keep to.** If you need help or advice about this notice, you should take it immediately to any of the following:
 - a Citizens' Advice Bureau
 - a housing aid centre
 - a law centre
 - a solicitor.
- Please read the notes at the end of the form.

(1) Insert the
name(s) of the
tenant(s).

1. To⁽¹⁾:

Mr. J.W. MARSHALL of Flat 1, 27 Bryanston Square, London, W.1.

(2) Insert the
name(s) and
address of the
landlord(s).

2. From⁽²⁾: Christopher Edward Berkeley (Viscount Portman)

of: care of the Portman Estate Office
38 Seymour Street,
London, W1H 7BP

(see note 1)

(3) Insert the
address of the
property to which
the notice
relates.

3. ~~X~~[We] give you notice ending your long residential tenancy of ⁽³⁾:

Flat 1, 27 Bryanston Square, London, W.1.

(4) Insert the
date at which the
tenancy is to
come to an end.

on ⁽⁴⁾: 25th December 2003

(see notes 2 to 4)

4. I believe that you are entitled to the protection of Schedule 10 to the Local Government and Housing Act 1989 in respect of

(5) If you consider
only part of the
property is
protected,
describe that part.

[the whole of the property] ~~the following part of the property, namely~~ ⁽⁵⁾

(see note 5)

5. You are requested **WITHIN 2 MONTHS**, beginning on the date on which this notice was served, to notify ~~me~~ [us] in writing whether or not you wish to remain in possession.

(see notes 6 and 7)

Consequences of this notice if the tenant claims the freehold or an extended lease or a new lease.

6. If you are the tenant of a house, you may have the right to acquire the freehold or an extended lease of that house under Part I of the Leasehold Reform Act 1967. If you are the tenant of a flat, you may have the right to acquire a new lease of your flat under Part I of the Leasehold Reform, Housing and Urban Development Act 1993 and you may also have the right, collectively with the other tenants of flats in the same building, to acquire the freehold of that building under Part I of that Act.
(see note 8)

7. If you want to acquire the freehold under the 1967 Act or a lease under that Act or the 1993 Act, you must serve the appropriate notice for that **WITHIN 2 MONTHS** of the service of this notice. If you and the other tenants of flats in the same building want to acquire the freehold of that building under the 1993 Act, you and the other tenants must serve the notice for that **WITHIN 4 MONTHS** of the service of this notice. If you serve one of those notices, then this notice will not operate.
(see note 9)

8. If you serve one of those notices, then ~~it~~[we] ~~will~~[will not] be entitled to apply to the county court for possession of the property under:
[section 17 of the 1967 Act] [section 18 of the 1967 Act]
[section 23 of the 1993 Act] [section 47 of the 1993 Act]
[and ~~propose~~] [do not propose] to do so].

(see note 10)

9. The following are the names and addresses of other persons known or believed by ~~me~~ [us] to have an interest superior to your tenancy or to be the agent concerned with the property on behalf of a person having such an interest ⁽⁶⁾:

27 Bryanston Square Limited

(6) Insert the name(s) and address(es) of any such person(s).

Consequences of this notice if the tenant does not claim the freehold or an extended lease or a new lease.

10. I propose that you should have an assured monthly periodic tenancy of the property specified in paragraph 4 at a rent of ⁽⁷⁾: £2,275.00 a month.

(see note 11)

and the other proposed terms of the tenancy are ⁽⁸⁾: see attached

(7) Insert the proposed monthly rent.

(8) Insert the proposed terms or attach a copy of the proposed tenancy agreement. Continue on a separate sheet, if necessary.

(see note 12)

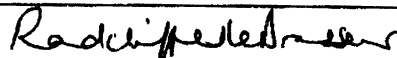
11. If you want the terms of the new assured tenancy to be different from those proposed by the landlord in this notice, then you must serve a notice in **FORM 4** (Oyez Form LGH4) on ~~me~~ [us] **WITHIN 2 MONTHS** of the date this notice was served.

(see notes 13 and 14)

12. This notice is given under the provisions of paragraph 4(1) of Schedule 10 to the Local Government and Housing Act 1989.

(see note 15)

Signed



Date 30 May 2003

To be signed and dated by the landlord or the landlord's agent. If there are joint landlords, each landlord or the agent for that landlord must sign (but one can sign on behalf of another with his consent).

(9) Insert the name and address of the agent, if signed by an agent.

[The name and address of the agent is ⁽⁹⁾:

RadcliffesLeBrasseur
5 Great College Street
Westminster
London SW1P 3SJ
Ref: MJE/SLT/LW

]

NOTES

Note 1: The landlord referred to in this notice is not necessarily the landlord to whom you pay the rent. It is the person who is your landlord for the purposes of Schedule 10 to the Local Government and Housing Act 1989. That, broadly, will be your immediate landlord if he has a lease which is at least five years longer than your tenancy or, if not, the first superior landlord who has such a lease. If there is no landlord with such a lease, it will be the freeholder.

Note 2: Schedule 10 to the Local Government and Housing Act 1989 provides that a tenant of residential property under a long residential tenancy has a right, at the end of the original term of the tenancy, to continue as a tenant on the same terms as before unless the landlord ends the tenancy in accordance with the provisions of the Act. But see also Note 3.

Note 3: In certain circumstances, Schedule 10 does not apply and the landlord can end your tenancy by giving notice in accordance with the ordinary requirements of the law. These circumstances include cases where:

(a) you pay more than a low rent (see paragraph 2(4) and (5) of Schedule 10) **unless** the property is a house and the tenancy has been extended under section 14 of the Leasehold Reform Act 1967, in which case Schedule 10 applies regardless of whether a low rent is being paid;

(b) the property has a high rateable value (see paragraph 2 of Schedule 1 to the Housing Act 1988, unless the long tenancy was granted after 31st March 1990, in which case paragraph 1(2A) of Schedule 10 applies);

(c) the tenancy does not meet certain requirements for the existence of an assured tenancy set out in Part 1 of Schedule 1 to the Housing Act 1988 - for instance because the landlord is the Crown, a local authority or another exempt landlord;

(d) the property is a flat whose lease was extended under Chapter 2 of Part 1 of the Leasehold Reform Housing and Urban Development Act 1993, by virtue of section 59 of that Act.

The above is not intended to give a full account of all the circumstances in which Schedule 10 does not apply. Legal advice should be sought if there is any doubt as to whether Schedule 10 applies in a particular case.

Note 4: The landlord can end the tenancy by notice which, as a general rule, must be served not more than 12 and not less than 6 months before the date of termination specified in the notice. This date must not normally be before the date on which the long residential tenancy expires. The landlord can serve a notice on you in form 3 (Oyez Form LGH3) proposing that you pay an interim monthly rent from a specified date which cannot be before the date specified in paragraph 3 of this notice. That notice may be served at the same time as this notice or later.

Note 5: Your right to remain in occupation is limited to parts of the property which you occupy at the end of the tenancy.

Note 6: If you wish to give up possession of the property, you should let the landlord know (in writing) **WITHIN 2 MONTHS** of the date this notice was served. Failing to notify the landlord may lead to an unnecessary application to the county court and consequent expense, which you may have to bear.

Note 7: If you do not wish to give up possession of the property, you should let the landlord know (in writing) **WITHIN 2 MONTHS** of the date this notice was served. If you fail to notify the landlord and are not in occupation of the property 2 months after this notice was served, you may lose the protection of the 1989 Act. However, if you fail to notify the landlord, but are in occupation (as your only or principal home) 2 months after this notice was served, you will not lose that protection.

Note 8: Your rights under the 1989 Act are in addition to any right you may have under the Leasehold Reform Act 1967 or the Leasehold Reform, Housing and Urban Development Act 1993.

Note 9: A landlord may, but does not have to, consent in writing to the deadline being extended.

Note 10: Sections 17 and 18 of the Leasehold Reform Act 1967 and sections 23 and 47 of the Leasehold Reform, Housing and Urban Development Act 1993 relate to cases where the landlord can apply to court for repossession if certain conditions are fulfilled (involving redeveloping the property or, under the 1967 Act, the landlord or a member of his family wanting to live in the property).

Note 11: The proposed rent must be at a level which is sufficient for the proposed tenancy to qualify as an assured tenancy and so must not be at a low rent. In this case, the tenancy would be at a low rent if no rent is payable or if the maximum rent payable at any time is payable at a rate of:

- (a) £1,000 or less a year if the property is in Greater London, or
- (b) £250 or less a year if the property is elsewhere.

Note 12: The landlord may specify terms which are the same as those of the long tenancy or different terms.

Note 13: If you do not agree with the rent or other terms proposed, you should serve a notice in **FORM 4** (Oyez Form LGH4) on the landlord proposing a different rent or terms. That notice must be served **WITHIN 2 MONTHS** of the service of this notice. The landlord may refer the matter to a rent assessment committee, which will decide on any dispute about the rent or the other terms. If the dispute is referred to a rent assessment committee, this notice does not end your long residential tenancy until the last day of the period of three months starting with the date when the matter is finally disposed of. The assured tenancy will start on the day after.

Note 14: If you do not serve the notice referred to in note 13, the rent and terms proposed in this notice will be the rent and terms for the assured periodic tenancy (unless the landlord agrees a different rent or other terms with you). In that case, your long residential tenancy will end on the date specified in paragraph 3 of this notice and the assured tenancy will start on the day after.

Note 15: You may decide that you want your long residential tenancy to end at or after the date it would have ended under the terms of the tenancy. If so, you will need to give your immediate landlord not less than one month's notice in writing. Your immediate landlord will be the person to whom you pay your rent and may not be the landlord who has served this notice. It does not make any difference that this notice proposes an assured monthly periodic tenancy or that you have notified the landlord that you wished to remain in possession.

Paragraph 10

The other proposed terms of the tenancy are:-

- (i) The tenant pays, in addition to the rent of £2,275.00 per month, a service rent being a reasonable proportion of the costs incurred by the landlord in complying with its covenants as set out below in (x) (a) (b) and (c).
- (ii) The tenant to pay Council Tax.
- (iii) The premises to be used as a private dwelling in single family occupation only.
- (iv) No assigning, sub-letting or parting with possession of the whole or any part of the premises.
- (v) The tenant will not alter or add to the property without the landlord's consent.
- (vi) The tenant to keep the interior of the premises, the internal decorations and the fixtures and fittings in good repair and condition, except for anything which is the responsibility of the landlord under this Agreement or by law.
- (vii) The tenant will allow the landlord or anyone with its authority to enter on the premises at reasonable times of day to inspect their condition and state of repair, subject to giving 24 hours notice.
- (viii) At the end of the tenancy, however that occurs, the tenant will deliver up the premises and the fixtures and fittings in the condition they should be in if the tenant performs his obligations under this Agreement.
- (ix) Rent will cease if the premises are burnt down or the tenant cannot live in them because of fire damage.
- (x) The landlord agrees:-
 - (a) to maintain a fire insurance policy in respect of the building.
 - (b) repair, maintain, decorate and furnish the internal common parts of the building and provide common services including: lift, door entry system, fire protection, communal heating and hot water.
 - (c) to keep the structure and exterior of the building including the drains, gutters and external pipes in repair.
- (xi) Section 11 of the Housing Act 1988 is excluded.
- (xii) The tenant to maintain insurance satisfactory to the landlord in respect of the interior of the premises.

BY HAND

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RadcliffesLeBrasseur

Mr. J.W. Marshall
Flat 1
27 Bryanston Square
London W1.

23 July 2003

Our Ref: MJE/SLT/LW/100084.325

Your Ref:

#2490555 v1

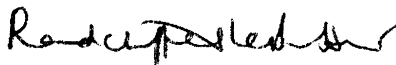
Dear Sir

Flat 1, 27 Bryanston Square, London, W.1.

On behalf of your Landlords, the Trustees of the Portman Family Settled Estates, for whom we act, we enclose by way of service upon you a Notice under Paragraph 6(1) of Schedule 10 to the Local Government and Housing Act 1989, being a landlord's notice proposing an interim rent after notice terminating a long residential tenancy, receipt of which please acknowledge.

This Notice is served without prejudice to any contention that you do not have any rights under the Local Government and Housing Act 1989.

Yours faithfully



RadcliffesLeBrasseur

LOCAL GOVERNMENT AND HOUSING ACT 1989

Paragraph 6(1) of Schedule 10 to the Local Government and Housing Act 1989

Landlord's Notice Proposing an Interim Monthly Rent after Notice Terminating Long Residential Tenancy (Long Residential Tenancies)

NOTE - The landlord must cross out any text in square brackets which does not apply.

- This notice proposes that you pay an interim monthly rent after the date in paragraph 3.
- Please read this notice carefully. **There is a time limit which you must keep to.** If you need help or advice about this notice, you should take it immediately to any of the following:
 - a Citizens' Advice Bureau
 - a housing aid centre
 - a law centre
 - a solicitor.
- Please read the notes at the end of the form.

(1) Insert the
name(s) of the
tenant(s).

1. To ⁽¹⁾:

Mr. J.W. Marshall of Flat 1, 27 Bryanston Square, London, W.1.

(2) Insert the
name(s) and
address(es) of
the landlord(s).

2. From ⁽²⁾: Christopher Edward Berkeley (Viscount Portman)

of care of the Portman Estate Office
38 Seymour Street
London
W1H 7BP

(see note 1)

(3) Insert the
proposed
monthly rent.

3. [X] [We] give you notice proposing that you pay an interim rent of ⁽³⁾: £ 2,275.00 a month

(see notes 2 to 5)

(4) Insert the
address of the
property let
under the long
residential
tenancy.

for ⁽⁴⁾: Flat 1, 27 Bryanston Square, London, W.1.

(5) Insert the
date on which
the proposed
interim rent is to
take effect.

to take effect on ⁽⁵⁾: 26 December 2003

(see note 6)

4. This notice is given under the provisions of paragraph 6(1) of Schedule 10 to the Local Government and Housing Act 1989.

Signed  Date 23 July 2003

To be signed and dated by the landlord or the landlord's agent. If there are joint landlords, each landlord or the agent for that landlord must sign (but one can sign on behalf of another with his consent).

(6) Insert the
name and address
of the agent, if
signed by an
agent.

[The name and address of the agent is ⁽⁶⁾:

NOTES

Note 1: The landlord referred to in this notice is not necessarily the landlord to whom you pay the rent. It is the person who is your landlord for the purposes of Schedule 10 to the Local Government and Housing Act 1988. That, broadly, will be your immediate landlord if he has a lease which is at least five years longer than your tenancy or, if not, the first superior landlord who has such a lease. If there is no landlord with such a lease, it will be the freeholder.

Note 2: In this notice, the landlord proposes that you pay an interim monthly rent for the property from the date specified (see note 6) until the termination date. The termination date is the date your long residential tenancy will end and is whichever is the later of:

- (a) the date specified in the landlord's notice in form 1 (Oyez Form LGH1), and
- (b) if any application is made to a rent assessment committee for the terms or rent of the assured tenancy to be set (apart from an application for an interim rent to be set), the last day of the period of three months starting with the date when the application is finally disposed of.

This notice may be served at the same time as the landlord's notice ending the long residential tenancy and proposing to replace it with an assured periodic tenancy (form 1 or Oyez Form LGH1) or at any time between then and the termination date.

Note 3: If you agree with the interim rent proposed, do nothing. The rent proposed in this notice will be the interim monthly rent which you will have to pay.

Note 4: If you do not agree with the interim rent proposed and are unable to reach agreement with the landlord (or do not want to discuss it directly with him), you may refer this notice to your local rent assessment committee. You cannot refer the notice to the committee if you have agreed an interim rent with the landlord (and the agreed interim rent will be the rent which you will have to pay). If you want to refer the notice to the committee, you must refer it **WITHIN TWO MONTHS** beginning on the date this notice is served on you.

Note 5: If you refer this notice to your local rent assessment committee, the committee may set a rent that is higher, lower or the same as the interim rent proposed in this notice. The rent set by the committee will be the rent at which the committee considers the property might reasonably be expected to be let on the open market by a willing landlord under a monthly periodic tenancy which:

- (a) begins on the day following the date for ending your tenancy specified in the landlord's notice in form 1 (Oyez Form LGH1);
- (b) has the same terms as those in the long residential tenancy (as at the date on which the landlord's notice in form 1 (Oyez Form LGH1) was given); and
- (c) gives the same security of tenure as a non-shorthold assured tenancy (the grounds 1 to 5 for possession of an assured tenancy in Part I of Schedule 2 to the Housing Act 1988 not applying).

In deciding the rent, the committee will disregard:

- (a) the fact that the tenancy will be granted to a sitting tenant;
- (b) any increase in the value of the property because of improvements carried out by the tenant during the long residential tenancy (subject to some exceptions); and
- (c) any reduction in the value of the property caused by the tenant failing to comply with any term of the long residential tenancy.

The rent decided by the committee will not be inclusive of any variable service charge (as defined in section 18 of the Landlord and Tenant Act 1985). Subject to that, it will include any sums payable by the tenant to the landlord for council tax, the use of furniture, services, repairs, maintenance, insurance or management costs. If the landlord pays water rates for the property, the committee will determine the rent as if he did not, but an appropriate sum to reflect those payments may be added to the rent.

Note 6: The date to be specified:

- (a) must be at least two months after the date of service of this notice; and
- (b) must not be earlier than the date of termination specified in the landlord's notice in form 1 (Oyez Form LGH1).

BY HAND

John W Marshall Esq OBE
Flat 1
27 Bryanston Square
London W1H 7LS

020-7723-9405
020-7723-1076 (FAX)
jwmarshall@talk21.com

Radcliffes Le Brasseur
5 Great College Street
Westminster
London SW1P 3SJ

28th July 2003

Your References:

- A. MJE/SLT/LW/100084.325 dated 30 May 2003 – Flat 1, 27 Bryanston Square
- B. MJE/SLT/LW/100084.326 dated 30 May 2003 – Flat 2A, 27 Bryanston Square
- C. MJE/SLT/LW/100084.325 dated 23 July 2003 – Flat 1, 27 Bryanston Square
- D. MJE/SLT/LW/100084.326 dated 23 July 2003 – Flat 2A, 27 Bryanston Square

Re:- Landlord's Notices Terminating Long Residential Tenancies and Proposing Assured Tenancy

As requested in your covering letters at references, I acknowledge receipt of Form 1 and Form 3 Notices issued under the Local Government and Housing Act 1989. I have Power of Attorney to act on behalf of my daughter, Katharyn, who is presently overseas.

Completed Forms 4 are enclosed, from which you will see that not all the Landlord's proposals at paragraph 10 are agreed. In particular, the rents proposed in the forms 1 are considered to be unreasonable, and we propose that the total rents should be £700 and £400 per calendar month for flats 1 and 2A respectively.

Concerning Forms 3 for Flat 1 and Flat 2A, we propose that the interim rents should also be £700 and £400 per calendar month respectively.

You should be aware that we made requests for reversionary 90-year leases over 18 months ago and paid substantial deposits to the Portman Estate in support of this. We await progress, and the completion of the Forms 4 is without prejudice to our pursuit of the long lease option.

Yours sincerely,

FLAT 1 Qy

Form 4

(long residential tenancies)

Tenant's Notice Proposing Different Terms or Rent for an Assured Tenancy

Paragraph 10(1) of Schedule 10 to the Local Government and Housing Act 1989

The tenant giving this notice must cross out any text in square brackets which does not apply.

- This notice proposes changes to the terms of the assured monthly periodic tenancy proposed in your notice terminating a long residential tenancy.
- Please read this notice carefully. **There are time limits which must be kept.** If you need help or advice about this notice, you should take it immediately to any of the following:

- a Citizens' Advice Bureau
- a housing aid centre
- a law centre
- a solicitor.

- Please read the notes at the end of the form.

1. To:

CHRISTOPHER EDWARD BERKELEY VICOUNT PORTMAN

of:

o/o THE PORTMAN ESTATE OFFICE
38 SEYMOUR STREET
LONDON W1H 7BP

Insert name[s] and address of landlord[s]

- Please read the notes at the end of the form.

2. From:

JOHN WALLACE MARSHALL

of:

FLAT 1

27 BRYANSTON SQUARE

LONDON W1H 2DT

Insert name[s] and address of tenant[s]

3. ~~[I]~~~~[We]~~ give you notice that ~~[I]~~~~[We]~~ propose:

[a different amount of rent]

[and]

[different terms (other than the amount of rent)]

for the assured monthly periodic tenancy proposed in your notice of

30TH MAY 2003

Insert the date of the landlord's notice.

(see notes 1 to 3)

4. ~~[I]~~~~[We]~~ propose:

[an amount for rent of £ 700

a month] ~~INCLUDES~~ *flat*

Insert the proposed monthly rent

[this ~~includes~~] [excludes] council tax [of £

a month]

[this ~~includes~~] [excludes] water rates [of £

a month]

If the rent includes council tax and/or water rates please insert the current monthly amounts.

[and]

[the following changes to the terms (apart from the amount of rent) set out in the landlord's notice:

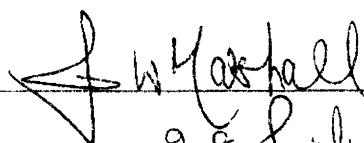
Column 1	Column 2
(Term proposed by landlord)	(Term proposed by tenant)
	PLEASE SEE ATTACHED
	SHEETS SHOWING
	LANDLORD'S PROPOSALS
	AND TENANT'S PROPOSALS

Please set out in column 1 each term in the landlord's notice which you dispute and set out in column 2 the corresponding alternative term which you propose. Also include in column 2 any other terms which you propose. Continue on a separate sheet if necessary].

(see notes 4 to 6)

5. This notice is given under the provisions of paragraph 10(1) of Schedule 10 to the Local Government and Housing Act 1989.

Signed



Date

28 July 2003

To be signed and dated by the tenant or the tenant's agent. If there are joint tenants each tenant or his agent must sign (but one can sign on behalf of another with his consent).

[The name and address of the agent is:

Insert name and address of agent, if signed by an agent.]

Paragraph 10

LANDLORD'S PROPOSAL FLAT 1
27 BRYANSTON SQUARE

The other proposed terms of the tenancy are:-

- (i) The tenant pays, in addition to the rent of £2,275.00 per month, a service rent being a reasonable proportion of the costs incurred by the landlord in complying with its covenants as set out below in (x) (a) (b) and (c).
- (ii) The tenant to pay Council Tax.
- (iii) The premises to be used as a private dwelling in single family occupation only.
- (iv) No assigning, sub-letting or parting with possession of the whole or any part of the premises.
- (v) The tenant will not alter or add to the property without the landlord's consent.
- (vi) The tenant to keep the interior of the premises, the internal decorations and the fixtures and fittings in good repair and condition, except for anything which is the responsibility of the landlord under this Agreement or by law.
- (vii) The tenant will allow the landlord or anyone with its authority to enter on the premises at reasonable times of day to inspect their condition and state of repair, subject to giving 24 hours notice.
- (viii) At the end of the tenancy, however that occurs, the tenant will deliver up the premises and the fixtures and fittings in the condition they should be in if the tenant performs his obligations under this Agreement.
- (ix) Rent will cease if the premises are burnt down or the tenant cannot live in them because of fire damage.
- (x) The landlord agrees:-
 - (a) to maintain a fire insurance policy in respect of the building.
 - (b) repair, maintain, decorate and furnish the internal common parts of the building and provide common services including: lift, door entry system, fire protection, communal heating and hot water.
 - (c) to keep the structure and exterior of the building including the drains, gutters and external pipes in repair.
- (xi) Section 11 of the Housing Act 1988 is excluded.
- (xii) The tenant to maintain insurance satisfactory to the landlord in respect of the interior of the premises.

Re: Mr J W Marshall, Flat 1, 27 Bryanston Square, London W1H 2DT

Replies to form 1 Proposing Assured Tenancy - Paragraph 10

- 10 (i) Not agreed. Propose £700 per calendar month and service rent is not accepted.
- 10 (ii) Agreed
- 10 (iii) Agreed
- 10 (iv) Agreed
- 10 (v) Add: "The Landlord agrees to give consent to any reasonable request in this respect."
- 10 (vi) Agreed
- 10 (vii) Change notice time to "2 days"
- 10 (viii) Agreed
- 10 (ix) Add "The Landlord will arrange comparable alternative accommodation on the same Assured Tenancy terms."
- 10 (x) Agreed
- 10 (xi) Agreed
- 10 (xii) Not agreed. The building insurance, including the demised premises, to be the responsibility of the Landlord.

Re: Mr J W Marshall, Flat 1, 27 Bryanston Square, London W1H 2DT

Grounds for Tenant's Proposed Rent

1. 27 Bryanston Square is a c1813, GIII period building comprising a basement and four floors. The property has been converted into separate dwellings. It is not a purpose built apartment block. It appears that 27 and 28 Bryanston Square once formed part of the same dwelling and the dividing wall between them offers inadequate insulation from noise.
2. The entrance is in Bryanston Place, not Bryanston Square.
3. Traffic in Bryanston Place is heavy and is part of a "rat run" connection between busy thoroughfares running north and south (Gloucester Place, Baker Street and Seymour Place). Bryanston Place is in constant vehicular and pedestrian use by patrons of the nearby Seymour Leisure Centre, and is a main route for emergency vehicles.
4. Flat 1 is a basement flat with the following deleterious features:
 - a. The flagged basement area outside the flat is a ready receptacle for discarded and wind-blown rubbish.
 - b. The ceilings are very low.
 - c. All services(gas water and electricity) to the common parts and the other flats are routed across the ceilings or down the walls, requiring elaborate boxwork which further reduces ceiling height.
 - d. Significantly, the lift door opens directly into the flat with no intervening hallway.
 - e. The light well at the side of 27 Bryanston Square belongs to 27A Bryanston Square and has been partially developed by the owners to include a glass atrium which is about one and a half metres from the rear bedroom window, introducing noise, cooking smells and requiring the blind to be permanently down to maintain privacy.
5. The Landlord's proposed rents for all the flats are disproportionate with, all the proposed rents above ground being less than those for the basement flat.
6. The Landlord's proposed rent has been calculated at the peak of the local renting season and takes no account of local seasonal and market trends.

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RadcliffesLeBrasseur

J.W. Marshall Esq
Flat 1
27 Bryanston Square
London
W.1.

14 August 2003

Our Ref: MJE/SLT/LW/100084.325

Your Ref:

#2505971 v1

Dear Sir

Flat 1, Basement, 27 Bryanston Square, London W1H 7LS

Thank you for your letter of 28th July and enclosures. We note that you have Power of Attorney to act on behalf of your daughter Katharyn whom, we understand, is the tenant of Flat 2A Bryanston Square.

We should be grateful if you would kindly forward us a copy of the Power of Attorney together with a copy of your Lease of Flat 1 and your daughter's Lease of Flat 2A as soon as possible.

Yours faithfully



RadcliffesLeBrasseur