

1023

From: [redacted]
Sent: 12 June 2013 21:13
To: Pubs Consultation Responses
Subject: FAILURE OF PIRRS

Dear Sir/Madam, My name is

I have been an Enterprise Inns lessee since [redacted]
review which was due

Almost five years ago I instigated a rent

I was keen to get the review done as quickly as possible but Enterprise Inn dragged out the process for over two years.

I wanted to go to arbitration but E.I. refused on the grounds that it would cost me too much money, I objected, but they still refused.

I had two reports from independent consultants saying my rent should be reduced from £27 K to £12/15 K (E I wanted to increase my rent to £32 K)

E I said I should use the new PIRRS scheme devised by the BII. I reluctantly agreed after consultations with Martin Caffrey of the FLVA and Phil Dixon an independent consultant for the BII. They said it would be my cheapest route to a determination as RICS arbitration could cost £10 to £20K. I picked

as the PIRRS expert thinking his determination would be fair and impartial. I employed

as my own expert to produce an impartial report as to what my rent should be. He determined from his thorough investigations and consultations that my rent should be £12K p/a. It was a surprise when

determined my rent should be £21,375.00. This I had to accept because of the PIRRS agreement that I had to sign. My costs were over £6K.

On Monday this week (9/6/2013) I was told by a well respected expert in rent reviews that

had erred in his determination, he had not taken into account certain disregards and other important factors. This expert also said that [redacted] was absolutely correct in his assessment of the facts.

Needless to say I'm taking legal advice to try and recover over £50K that I feel that I'm owed through negligence.

I have not made a living out of my pub for over five years, in fact I have lost over £200K, £60K in the last year. I have repeatedly asked EI for assistance in the form of rent reduction and discounts on wets. This they have refused. In almost ten years as a EI lessee the sum total of the so called countervailing benefits

consist of, six Strongbow umbrellas, two bench tables and a £400.00 contribution to works in the beer garden which cost me over £20K. They have not once offered me any advice on how to improve my business. They tried to [redacted] of my free of tie cider, they [redacted] about my lease renewal saying that I would have to take an EI lease with full tie etc. It was only when I put the pub on the market that I found out about the Landlords and Tenants act 1954 which clearly states the lease must be renewed on the same or better terms.

I could go on but time restraints prevent me. I have no objection to you publishing this statement
Yours sincerely,