

Handed in Court by CKFT dt 24 June 03 hearing

IN THE WEST LONDON COUNTY COURT

CLAIM NO: WL203537

BETWEEN

STEEL SERVICES LIMITED

Claimant

- (1) [REDACTED]
- (2) NOEL YVONNE SYL
- (3) [REDACTED]
- (4) [REDACTED]
- (5) [REDACTED]
- (6) [REDACTED]
- (7) [REDACTED]
- (8) [REDACTED]
- (9) [REDACTED]
- (10) [REDACTED]
- [REDACTED]
- (11)

LIAR - SATANIC,
CRIMINAL VERMIN
See EXTORTION

Defendants

Draft ORDER

Upon the proceedings between the Claimant and the 3rd 4th 6th 8th 9th 10th and 11th

Defendants having been resolved, it is ordered that:

Hence BEFORE
LVT determination

1. Claimant shall make such applications for summary judgment against the 2nd 5th and 7th Defendants as it shall deem appropriate, supported by witness statement evidence, to be filed and served by 4pm on 1st July 2003
2. Defendants to file and serve witness statements in reply by 4pm on 15th July exhibiting fully particularised of defences

LVT report was 17 June 03 And 24 June hearing outcome was more time needed to consider.

3. Claimant to file and serve evidence in reply by 4pm on 22nd July
4. Matter to be fixed for hearing before District Judge on 1st open date after 29th July.
5. Disclosure by Lists to be filed and served by 4pm on 12 August
6. Inspection by 4pm on 19th August
7. Witness statements to be exchanged by 4pm on 16th September
8. Experts reports by 7th November and meetings by 21st November; joint report by 29th November
9. Fix for trial first open date after 1st January 2004 - Multi track.

STEEL SERVICES LIMITED

Claimant

- (1) [REDACTED]
- (2) NOEL YVONNE SYI
- (3) [REDACTED]
- (4) [REDACTED]
- (5) [REDACTED]
- (6) [REDACTED]
- (7) [REDACTED]
- (8) [REDACTED]
- (9) [REDACTED]
- (10) [REDACTED]
- [REDACTED]
- (11)

**LIAR - SATANIC, CRIMINAL
VERMIN**
See EXTORTION
His 21.10.03 'offer' of £6,350 v.
his 29.11.02 claim of £14,400
against me

Defendants

CASE SUMMARY

Proceedings for recovery of service charges due from tenants of residential block known as Jefferson House, Basil Street. Proceedings issued on 29th November 2002 against 12 tenants of 11 flats. NO. 11 leaseholders, representing 14 apartments

Proceedings settled with all but 4 D's on the basis of payment of the service charges.

= **BEFORE LVT determination -**

D1: Defence filed 20.12.02 Agreed terms of a Tomlin Order and expected formal settlement shortly, when Tomlin order approved by Court.

D2: Defence filed 17.12.02 (a) Disputed electricity charges totalling £337
(b) Balancing service charge of £283.14 disputed. No reason given

(c) Interim service charge of £14,400. D relies on referral to LVT application by C. D challenged reasonableness in the LVT. LVT proceedings determined by decision on 17th June 2003.

(d) alleged demand does not comply with lease – no particulars provided.

D5: Defence filed 13.1.03

(a) Challenge to level of the service charge – no particulars given.

(b) Reference to LVT application by the C

(c) Alleged C company struck off – not now relevant

(d) No s.20 notice served

D7: Defence filed 14.04.03

(a) Denied s.20 notice served

(b) Denied other service charges owing- no particulars

(c) Bare denial of liability

ABSOLUTELY NOT TRUE

LVT determined application by C to declare reasonableness of proposed s/c following hearings on 05.02.03, 13/14.03.03, 28.04.03. Majority of s/c expenditure approved.

Where not approved, LVT said that because lack of sufficient detail in specification, rather than because outside scope or not reasonable. Some works described as reasonable and in interest of tenants but deemed to be improvements. **RIGHT**

NOT TRUE

C wishes to apply for summary judgment to the extent that the D's contest the s/c on the basis of the awaited LVT decision.

And LVT's view on contingency fund?
+ fact MRJ had said to residents in 7 June 01 letter would be using towards costs??

THAT CRIMINAL VERMIN then wrote 2 letters to the LVT: 17.07.03 ; 21.07.03 - asking how much I should pay. In its 21.07.03 letter, it replied that it was NOT its job to do it, and that he could assess the proportion

LVT has not made any specific determination of the actual sums payable by D2 as D2 requested. Will seek to rectify, but C's managing agents have prepared calculation of the sums approved by the LVT at this stage. S/c urgently needed to commence

works. LVT recognised that some work urgent and that price will increase with delays.

ALL FICTION - ANDREW DAVID LADSKY IN COLLUSION WITH THE TRIBUNAL - see LVT'S SO-CALLED 'SUMMARY'

Proposed directions - see draft order.

What they prepared = 24-19% reduction.
This falls very short of LVT determination.

Implications of "Major works apportionment 24th June 2002" supplied by Martin Russell Jones to West London County Court for 24 June and 26 August 2003 hearings

(Calculations by N K-Dit-Rawé)

| Flat # | % share of costs | Original | Revised | Difference | % reduction | Allocation of £45,451.81 |
|--------------|------------------|-------------------|-------------------|-------------------|--------------|--------------------------|
| 1 | 3.767 | 27,732.88 | 21,025.24 | 6,707.64 | 24.19 | 1,712.17 |
| 2 | 1.956 | 14,400.19 | 10,917.27 | 3,482.92 | 24.19 | 889.04 |
| 3 | 1.956 | 14,400.19 | 10,917.27 | 3,482.92 | 24.19 | 889.04 |
| 4 | 2.124 | 15,637.02 | 11,854.95 | 3,782.07 | 24.19 | 965.40 |
| 5 | 1.780 | 13,105.00 | 9,934.94 | 3,170.06 | 24.19 | 809.04 |
| 6 | 1.780 | 13,105.00 | 9,934.94 | 3,170.06 | 24.19 | 809.04 |
| 7 | 2.283 | 16,807.59 | 12,742.40 | 4,065.19 | 24.19 | 1,037.66 |
| 8 | 2.124 | 15,637.02 | 11,854.95 | 3,782.07 | 24.19 | 965.40 |
| 9 | 2.124 | 15,637.02 | 11,854.95 | 3,782.07 | 24.19 | 965.40 |
| 10 | 2.124 | 15,637.02 | 11,854.95 | 3,782.07 | 24.19 | 965.40 |
| 11 | 1.956 | 14,400.19 | 10,917.27 | 3,482.92 | 24.19 | 889.04 |
| 12 | 2.124 | 15,637.02 | 11,854.95 | 3,782.07 | 24.19 | 965.40 |
| 13 | 2.124 | 15,637.02 | 11,854.95 | 3,782.07 | 24.19 | 965.40 |
| 14 | 1.956 | 14,400.19 | 10,917.27 | 3,482.92 | 24.19 | 889.04 |
| 15 | 2.283 | 16,807.59 | 12,742.40 | 4,065.19 | 24.19 | 1,037.66 |
| 16 | 2.283 | 16,807.59 | 12,742.40 | 4,065.19 | 24.19 | 1,037.66 |
| 17 | 2.187 | 16,102.00 | 12,206.58 | 3,895.42 | 24.19 | 994.03 |
| 18 | 2.283 | 16,807.59 | 12,742.40 | 4,065.19 | 24.19 | 1,037.66 |
| 19 | 2.124 | 15,637.02 | 11,854.95 | 3,782.07 | 24.19 | 965.40 |
| 20 | 2.124 | 15,637.02 | 11,854.95 | 3,782.07 | 24.19 | 965.40 |
| 21 | 2.124 | 15,637.02 | 11,854.95 | 3,782.07 | 24.19 | 965.40 |
| 22 | 1.956 | 14,400.19 | 10,917.27 | 3,482.92 | 24.19 | 889.04 |
| 23 | 1.956 | 14,400.19 | 10,917.27 | 3,482.92 | 24.19 | 889.04 |
| 24 | 1.956 | 14,400.19 | 10,917.27 | 3,482.92 | 24.19 | 889.04 |
| 25 | 1.956 | 14,400.19 | 10,917.27 | 3,482.92 | 24.19 | 889.04 |
| 26 | 2.283 | 16,807.59 | 12,742.40 | 4,065.19 | 24.19 | 1,037.66 |
| 27 | 1.956 | 14,400.19 | 10,917.27 | 3,482.92 | 24.19 | 889.04 |
| 28 | 1.956 | 14,400.19 | 10,917.27 | 3,482.92 | 24.19 | 889.04 |
| 29 | 2.124 | 15,637.02 | 11,854.95 | 3,782.07 | 24.19 | 965.40 |
| 30 | 2.124 | 15,637.02 | 11,854.95 | 3,782.07 | 24.19 | 965.40 |
| 31 | 2.124 | 15,637.02 | 11,854.95 | 3,782.07 | 24.19 | 965.40 |
| 32 | 8.757 | 64,469.57 | 48,876.56 | 15,593.01 | 24.19 | 3,980.21 |
| 33 | 8.422 | 62,003.28 | 47,006.78 | 14,996.50 | 24.19 | 3,827.95 |
| 34 | 9.252 | 68,120.00 | 51,639.36 | 16,480.64 | 24.19 | 4,205.20 |
| 35 | 7.592 | 55,895.00 | 42,374.19 | 13,520.81 | 24.19 | 3,450.70 |
| TOTAL | 100.000 | 736,216.82 | 558,142.69 | 178,074.13 | + | 45,451.81 |

This is still very short of the 17 June 2003 LVT determination that reduced the amount by £359,000 + held the view that the contingency fund of £142,000 should be used = a total reduction of £500,000. Also, at least 7 leaseholders were UNLAWFULLY made to pay BEFORE the LVT report

223,525.94

KEY: Bold typeface, coloured = leaseholders on (false) 29 Nov 02 West London County Crt claim drawn-up by CKFT and filed by Ms Hathaway, MRJ - under a Statement of Truth

Further reduction of £34,849.00 (Based on my surveyor's assessment of CKFT's 'revised costs' of 17 July 2003)

| | |
|---------------------------------------|------------------|
| Cost reduction | 34,849.00 |
| VAT @ 17.5% | 6,098.58 |
| Total inc. VAT | 40,947.58 |
| Management fees @ 11% (on £34,849.00) | 3,833.39 |
| Plus VAT @ 17.5% on | 670.84 |
| Total inc. VAT and management fees | <u>45,451.81</u> |

Amount included on
the previous page

MARTIN RUSSELL JONES

CHARTERED SURVEYORS

5 Watford Way,
Hendon Central,
London, NW4 3JL

Management Department
Telephone: 020 - 8202 3858
Fax: No: 020 - 8202 9513

STEEL SERVICE LIMITED
JEFFERSON HOUSE, 11 BASIL STREET, LONDON SW3

MAJOR WORKS APPORTIONMENT 24TH JUNE 2002

REVISED

APPORTIONMENTS

KILBY & GAYFORD INC VAT 502,831.26

FEES INC VAT 55,311.44

558,142.70

* Outstanding at 24th June 2003

This is THEFT (Fraud Act not
in operation at the time)

See my site:

Major works

My Diary 22 Nov 08

Pridie Brewster

LVT

| Flat No | Percentage | Original | Revised |
|---------|------------|-------------------|-------------------|
| 1 | 3.767 | 27,732.88 | 21,025.24 |
| 3 | 1.956 | 14,400.19 | 10,917.27 |
| 7 | 2.283 | 16,807.59 | 12,742.40 |
| 13 | 2.124 | 15,637.02 | 11,854.95 |
| 20 | 2.124 | 15,637.02 | 11,854.95 |
| 33 | 8.422 | 62,003.28 | 47,006.78 |
| | | <u>152,217.98</u> | <u>115,401.59</u> |

* Given at 24 June 2003 County Court hearing.

To me by Lanny Silverstone, CKFT, in the court area, 10 minutes before seeing District Judge Wright

MARTIN RUSSELL JONES

CHARTERED SURVEYORS

5 Watford Way,
Hendon Central,
London, NW4 3JL

Management Department
Telephone: 020 - 8202 3858
Fax: No: 020 - 8202 9513

Issue to West London County Court by
Ayesha Salim CKFT, with her FRAUDULENT
6 Aug 03 application for summary judgment
against me (which she did not get)

STEEL SERVICE LIMITED
JEFFERSON HOUSE, 11 BASIL STREET, LONDON SW3

MAJOR WORKS APPORTIONMENT 24TH JUNE 2002
REVISED

APPORTIONMENTS
KILBY & GAYFORD INC VAT 502,831.26
FEES INC VAT 55,311.44
558,142.70

These are original amounts entered
by Steel Services on its 29 November
2002 claim in West London County Court.

| FLAT NO | PERCENT | S/C PER YEAR | |
|---------|---------|--------------|-----------|
| 1 | 3.767% | 21,025.24 | 27,732.88 |
| 2 | 1.956% | 10,917.27 | |
| 3 | 1.956% | 10,917.27 | 14,400.19 |
| 4 | 2.124% | 11,854.95 | 15,637.02 |
| 5 | 1.780% | 9,934.94 | |
| 6 | 1.780% | 9,934.94 | |
| 7 | 2.283% | 12,742.40 | |
| 8 | 2.124% | 11,854.95 | |
| 9 | 2.124% | 11,854.95 | |
| 10 | 2.124% | 11,854.95 | 15,637.02 |
| 11 | 1.956% | 10,917.27 | 14,400.19 |
| 12 | 2.124% | 11,854.95 | |
| 13 | 2.124% | 11,854.95 | 15,637.02 |
| 14 | 1.956% | 10,917.27 | |
| 15 | 2.283% | 12,742.40 | 16,807.59 |
| 16 | 2.283% | 12,742.40 | |
| 17 | 2.187% | 12,206.58 | |
| 18 | 2.283% | 12,742.40 | |
| 19 | 2.124% | 11,854.95 | |
| 20 | 2.124% | 11,854.95 | 15,637.02 |

This is THEFT (Fraud Act not in
operation at the time)
See my site

- Major works
- My Diary 22 Nov 08
- Pridie Brewster
- LVT

Given
CKFT at
West London
hearing

restored
2003

MARTIN RUSSELL JONES

CHARTERED SURVEYORS

5 Watford Way,
Hendon Central,
London, NW4 3JL

Management Department
Telephone: 020 - 8202 3858
Fax: No: 020 - 8202 9513

| | | | |
|----|---------|------------|----------|
| 21 | 2.124% | 11,854.95 | |
| 22 | 1.956% | 10,917.27 | 14400.19 |
| 23 | 1.956% | 10,917.27 | 14400.19 |
| 24 | 1.956% | 10,917.27 | |
| 25 | 1.956% | 10,917.27 | 14400.19 |
| 26 | 2.283% | 12,742.40 | |
| 27 | 1.956% | 10,917.27 | |
| 28 | 1.956% | 10,917.27 | 14400.19 |
| 29 | 2.124% | 11,854.95 | |
| 30 | 2.124% | 11,854.95 | |
| 31 | 2.124% | 11,854.95 | |
| 32 | 8.757% | 48,876.56 | 64469.57 |
| 33 | 8.422% | 47,006.78 | 62003.28 |
| 34 | 9.252% | 51,639.36 | |
| 35 | 7.592% | 42,374.19 | |
| | 100.00% | 558,142.70 | |

(x) Defendant #

FROM PARTICULARS of
claim: WL203 537

* [xxx] = Amount for works.

| Flat number | Details of Original Lease | Defendant | Arrears of service charges as set out in attached statement |
|-------------|--|--|---|
| 1 | Lease date: 27/07/82 Term: 29/09/1979-01/09/2052. Rent: £300-1200 Parties: 1. Banwick Limited 2. [REDACTED] | [REDACTED] | £28,278.15 (1) £27,232.88 |
| 3 | Lease date: 10/03/86 Term: 29/09/1979-01/09/2052. Rent: £100-1200 Parties: 1. Acrepost Limited 2. Noel Yvonne Sylvie Klosterkotter-Dit-Rowe | Noel Yvonne Sylvie Klosterkotter-Dit-Rowe | £14,987.83 (2) £14,400.19 |
| 4 | Lease date: 23/07/82 Term: 29/09/1979-01/09/2052. Rent: £200-800 Parties: 1. Banwick Investments Limited 2. [REDACTED] | [REDACTED] | £16,022.74 (3) £15,637.02 |
| 10 | Lease date: 08/05/81 Term: 29/09/1979-01/09/2052. Rent: £150-600 Parties: 1. Banwick Investments Limited 2. [REDACTED] | [REDACTED] | £7,637.02 (4) £15,637.02 |
| 11 | Lease date: 01/10/95 Term: 29/09/1979-01/09/2052. Rent: £150-1200 Parties: 1. Acrepost Limited 2. [REDACTED] | [REDACTED] | £6,400.19 (4) £15,637.02 |
| 13 | Lease date: 27/07/82 Term: 29/09/1979-01/09/2052. Rent: £ Parties: | [REDACTED] | £16,982.56 (5) £15,637.02 |
| 15 | Lease date: 22/06/81 Term: 29/09/1979-01/09/2052. Rent: £150-600 Parties: 1. Banwick Investments Limited 2. [REDACTED] | [REDACTED] | £8,752.04 (6) £16,807.59 |

(X) = Defendant #

* [xxx] = Amount for works.

| | | | |
|----|---|---|------------------------------------|
| 20 | Lease date: 09/05/81 Term: 29/09/1979-01/09/2052. Rent: £150-600 Parties: 1. Banwick Investments Limited 2. XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX | XXXXXXXXXXXX | £15,944.47 (7) £15,637.02 |
| 22 | Lease date: 06/01/95 Term: 29/09/1979-01/09/2052. Rent: £150-1200 Parties: 1. Acrepost Limited 2. XXXXXXXXXXXXXXXXXXXX | XXXXXXXXXXXX XXXXXX | £14,683.33 (8) £14,400.19 |
| 23 | Lease date: 25/01/95 Term: 29/09/1979-01/09/2052. Rent: £250-1200 Parties: 1. Acrepost Limited 2. XXXXXXXXXXXX | XXXXXXXXXXXX | £15,688.55 (9) £14,400.19 |
| 25 | Lease date: 25/01/95 Term: 29/09/1979-01/09/2052. Rent: £250-1200 Parties: 1. Acrepost Limited 2. XXXXXXXXXXXX | XXXXXXXXXXXX | £14,683.33 (9) £14,400.19 |
| 28 | Lease date: 20/01/95 Term: 29/09/1979-01/09/2052. Rent: £ Parties: | XXXXXXXXXXXX | £14,683.33 (9) £14,400.19 |
| 32 | Lease date: 06/07/81 Term: 29/09/1979-01/09/2052. Rent: £600 rising to £2400. Parties: 1. Banwick Investments Ltd 2. XXXXXXXXXXXXXXXXXXXX Association of XXXXXX Ltd. | XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX | £65,827.39 (10) £64,467.57 |
| 33 | Lease date: 06/04/84 Term: 29/09/1979-01/09/2052. Rent: £300 rising to £1200. Parties: 1. Banwick Investments Ltd 2. XXXXXXXXXXXXXXXXXXXX | XXXXXXXXXXXX | £63,222.34 (11) £62,003.28. |