

CKFT Application Notice

You should provide this information for listing the application

- How do you wish to have your application dealt with
 - at a hearing? } complete all questions below
 - at a telephone conference? }
 - without a hearing? complete Qs 5 and 6 below
- Give a time estimate for the hearing/conference
_ (hours) 30 (mins)
- Is this agreed by all parties? Yes No
- Give dates of any trial period or fixed trial date CMC 26/08/03
- Level of judge District Judge
- Parties to be served 2nd and 5th Defendant

In the WEST LONDON COUNTY COURT Court Division	
Claim no.	<u>WL 203537</u>
Warrant no. (If applicable)	[Warrant No]
Claimant (including ref.)	<u>STEEL SERVICES LIMITED</u> <u>RLS/AS/STEEL</u>
Defendant(s) (including ref.)	<u>2. NOELLE YVONNE SILVIE</u> <u>KLOSTERKOTTER DIT RAWE</u> <u>5. [REDACTED]</u>
Date	<u>5th August 2003</u>

Note You must complete Parts A and B, and Part C if applicable. Send any relevant fee and the completed application to the court with any draft order, witness statement or other evidence; and sufficient copies for service on each respondent.

Part A

1. Enter your name, or name of solicitor

We⁽¹⁾ CKFT on behalf of the Claimant Steel Services Limited

2. State clearly what order you are seeking and if possible attach a draft

intend to apply for an Order that⁽²⁾

- There be Judgment for the Claimant against the Second and Fifth Defendants under CPR Part 24.2.
- The Defendants do pay the Claimant's costs of these proceedings

3. Briefly set out why you are seeking the order. Include the material facts on which you rely, identifying any rule or statutory provision

because⁽³⁾

The Claimant believes that the Second and Fifth Defendants have no real prospects of successfully defending the Claim and the Claimant knows of no other compelling reason why the case should be disposed of at Trial.



!!

LIAR - SATANIC, CRIMINAL VERMIN. See: OVERVIEW, incl # 3, Andrew Ladsky's 21.10.03 'offer' to me of £6,350 v. his 29.11.02 claim of £14,400 against me; EXTORTION. Ayesha Salim, CKFT, preceded this with a 05.08.03 letter

Part B

We wish to rely on: tick one box

- the attached witness statement my statement of case
- evidence in Part C in support of my application

4. If you are not already a party to the proceedings, you must provide an address for service of documents

Signed

Applicant's Solicitor

Position or office held

Solicitor

(if signing on behalf of firm or company)

Address to which documents about this claim should be sent (including reference if appropriate)⁽⁴⁾

CKFT		if applicable	
25/26 Hampstead High Street		fax no.	0208 317 8751
London	Postcode	DX no.	57567 Hampstead
Tel. no. 0207 317 8756	Ref. RLS.AS.Steel	e-mail	<u>asalim@ckft.com</u>

The court office at 43 North End Road, West Kensington London W14 8SZ

is open from 10am to 4pm Monday to Friday. When corresponding with the court please address forms or letters to the Court Manager and quote the claim number.

Part C

We wish to rely on the following evidence in support of this application:

On 17th June 2003, the Residential Property Tribunal Service gave its decision on the Application under section 19 (2B) of the Landlord and Tenant Act 1985 (as amended). A copy of that decision is attached to this Application Notice at Appendix A.

Following the decision, on 24th June 2003, Martin Russell Jones, managing agents, issued a revised Major Work Apportionment setting out the revised estimate for the works and calculation of the percentages due from each of the Tenants at the property. A copy of the revised estimate and apportionment is attached to this Application Notice at Appendix B. LIAR - See 29.08.06 LETTER FROM THE ICAEW

Despite the decision of the LVT and despite being served with the revised apportionments, the Second and Fifth Defendants have failed to pay the sums determined to be reasonable by the LVT. LIAR - See OVERVIEW - EXTORTION

Following the LVT decision, the Claimant considers that the Second and Fifth Defendants have no real prospects of successfully defending the Claim and the Claimant knows of no other reason why the case should be disposed of at Trial.

Accordingly, the Claimant asks the Court to enter summary Judgment against the Second and Fifth Defendants with an Order for payment of the Claimants costs of these proceedings.

Statement of Truth

The applicant believes that the facts stated in Part C are true
* delete as appropriate

Signed [Signature] Applicant's Solicitor

Position or office held Solicitor (if signing on behalf of firm or company)

Date 6th August 2003

IN THE WEST LONDON COUNTY COURT

Claim No : WL 203537

BETWEEN

STEEL SERVICES LIMITED

Claimant

- and -

AND OTHERS

Defendant

APPENDIX A

LVT/SC/007/120/02

DECISION BY THE RESIDENTIAL PROPERTY TRIBUNAL
SERVICE
ON APPLICATION UNDER SECTION 19(2B) OF THE
LANDLORD AND TENANT ACT 1985, AS AMENDED

Applicant: Steel Services Limited

Respondent: Ms N K-Dit Rawé

Re: Flats 1-35 Jefferson House, 11 Basil Street, London, SW3 1AX.

Application date: 2nd September 2002

Hearing dates: 5th February, 13th and 14th March, and 28th April 2003

Appearances: Mr M Warwick, of Counsel
Ms J Hathaway BSc MRICS, Martin Russell Jones
Mr B Gale MRICS, Brian Gale Associates
Mr M Jones MCI Bsc CNG, Michael Jones Associates
For the Applicant

Mr P Staddon, of Counsel
Mr T Brock MRICS, LSM Partners
Ms K-Dit-Rawé, Flat 3
Ms C Tuplin, Trainee Solicitor, Oliver Fisher
For the Respondent

Members of the Residential Property Tribunal Service:

Mrs J Goulden JP
Mr J Humphrys FRICS
Dr A Fox BSc PhD MCI Arb

IN THE WEST LONDON COUNTY COURT

Claim No : WL 203537

BETWEEN

STEEL SERVICES LIMITED

Claimant

- and -

AND OTHERS

Defendant

APPENDIX B

Revised Price

Jefferson House, Basil Street London, SW3

£

PART III

KILLEY & GAYFORD LTD
30 RADFORD WAY
BILLERICAY
ESSEX CM12 0DA

The work below comprises the required refurbishment and repairs, including services, to be carried out at Jefferson House. During this part the roof and other parts of the building may be described as being bays 1, 2, 3, 4 as if from left to right of the building looking at the front elevation.

3.00 ROOF COVERING

3.01 The roof at Jefferson House is of mansard construction with the front and rear slopes covered with a combination of natural, manmade slate and plain clay tiles. The top of the roof has an asphalt covering; in 4 bays all require re-covering.

3.02 Allow to provide a temporary, weather-tight covering (i.e. a "tin roof") to cover all areas of the existing roof to ensure that no water etc. enters the building during re-roofing.

3.03 Allow to provide adequate scaffolding (alarmed and with side shields) necessary for all roofing and other works. (Scaffolding to comply with all Acts and regulations specified in Part I (1.48) of this Specification.)

3.04 Allow to fix and provide a safe hoist during the works.

3.05 Strip off asphalt roof and dispose of from site.

3.06 Strip off all boarding beneath asphalt covering and dispose of from site.

New roof boarding

3.07 Make an allowance to renew/repair/replace/fix/supply 25% of structural timbers and associated ceilings of the existing roof.

Included in Preliminaries

E.W.I.

1,196.00
8,970.00

prov sum ~~7,500.00~~ 3,500

CARRIED TO COLLECTION £ ~~17,666.00~~ 13,666

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
OVERVIEW
Pridie Brewster
LVT
BRIAN GALE

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
- OVERVIEW
- Pridie Brewster
- LVT

Given
CKFT at
West London
hearing

Question of
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. RESIDENT K

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

SEE 29.08.06 LETTER FROM THE ICAEW PROVING THE FRAUD