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**(By Special Delivery)**

See summaries on CKFT's page;  
- Doc library # 2.5 and 3.3;  
- Legal Services Ombudsman # 2

Predictable outcome: the  
**11.07.05** 'Get lost!' from  
the LSO

20 February 2005

Dear Mrs Manzoor,

**Failure by the Law Society to deal with my complaint against Cawdery Kaye Fireman & Taylor (CKFT), and in particular Mr Silverstone and Ms Ayesha Salim of the said firm**

Firstly, I would like to thank you for agreeing to review my complaint against Piper Simth & Basham/Watton (your ref: 31681).

Unfortunately, I now need to trouble you with my complaint against CKFT, solicitors acting for Steel Services (owners for the block in which I am the sole lessee of flat 3, at the above address), as I am not satisfied with the reply from the Law Society. (To my regret, in a few days, I will also burden you with my complaint to the Bar Council against Mr Gallagher, as I am equally dissatisfied with the response).

Enclosed are:

- 1) the complaint I filed with the Law Society against CKFT, dated 20 December 2004, which includes a 5-page summary, as well as list of enclosures supplied. I am happy to supply you with any of these enclosures and, indeed, any other documents you may require.
- 2) my covering letter to the Law Society, dated 20 December 2004
- 3) the 8 February 2005 reply from Mr Gurjinder Sanghera, Consultant Caseworker, Conduct Assessment and Investigation Unit, Law Society (Direct line 01926 822 201) (who based his reply on my summary)

Although Mr Sanghera ended his letter with: "...I am not in a position to take any of your concerns any further", I have nonetheless replied to his letter on 19 February 2005 in which, as you can see, I challenge his assessment and conclusions.

In support of this letter to you, I have also included 52 enclosures. They are in chronological order, preceded by a list – also in chronological order.

Mr Sanghera rejects 9 points in my complaint on the ground that it was up to me / my advisor / the court to take action. As to the points in my complaint relating to criminal offences, he states that they are matters I should refer to the police. I have captured his points below followed by the actions I took / events.

## **1 West London County Court**

**1.1.1 Acting fraudulently with deceit, taking unfair advantage** - *"Your contention that such a claim should not have been lodged as the Leasehold Valuation Tribunal was yet to determine matters should have been raised with the Court"*

- My letter of 10 December 2002<sup>1</sup> to West London County Court: *"I wish to bring to your attention the fact the claimant has brought exactly the same action under the Leasehold Valuation Tribunal (LVT/SC/007/120/02)"*
- My letter of 17 December 2002<sup>2</sup> to West London County Court (included with my defence to the claim): *"ACTION TO BE STAYED - The purpose of my attached letter of 10*

<sup>1</sup> 02.12.10 – My letter to West London County Court

<sup>2</sup> 02.12.17 – My letter to West London County Court

December 2002 was to report that the same action is being pursued by the same party in two jurisdictions: (1) yours; (2) the Leasehold Valuation Tribunal (case LVT/SC/007/120/02). Consequently, I would like to suggest that **this action through your County Court be stayed...**"

- My defence to the claim dated 17 December 2002<sup>3</sup> in which I wrote: "I deny the claim because no justification has been provided for the sum demanded. Claimant already pursuing claim through the London LVT (LVT/SC/007/120/02) and process already fairly advanced.. The demand does not comply with the terms of my lease. Part of my lease is different from that provided to the County Court".
- CKFT had obtained a copy of my defence and knew what it contained as, in a letter dated 23 January 2003 it asked me to send a copy of my lease<sup>4</sup>. Which I did.
- West London County Court tells me in a letter dated 24 January 2003<sup>5</sup>: "Your letter and attachments dated 17 Dec 2003 were referred to the District Judge who requested that you inform the court whether the claimant agrees to the claim being stayed pending the LVT hearing".

I did not do as the court suggested as it was abundantly clear to me that I did not stand a chance of achieving this given that:

- (1) In reply to my 17 October 2002<sup>6</sup> question: "Are you aware that Steel Services has applied to the Leasehold Valuation Tribunal for determination of the reasonableness of the charge for major works?", Mr Silverstone, CKFT, replied on 21 October 2002<sup>7</sup>: "We are aware that Steel Services has applied to the Leasehold Valuation Tribunal"
- (2) In his letter dated 7 October 2002<sup>8</sup>, Mr Silverstone threatened to forfeit my lease and contact my mortgage lender unless I paid the £14,400 demanded by 10 a.m. on 14 November 2002.
- (3) In spite of the evidence I provided in my reply dated 17 October 2002, Mr Silverstone nonetheless continued with his threats of prosecution in his 21 October 2002 letter – thereby denying me my statutory rights.

(NB: I also found it extraordinary that the court did not see that it had a role to perform as a result of being informed of an abuse of process of court – by an officer of the court (which is what I understand a solicitor is). This is my first ever experience with a court. At the time the claim was filed against me, I held the very naïve view that a court was there to ensure justice – and would therefore assist me. I have now come to conclude that they are just 'paper pushers'- and not even good at that).

- The court sends me a notice of a Charging Order hearing, dated 21 March 2003<sup>9</sup>, stating that it is due to take place on 4 April 2003 (This amounted to giving me a 7 working day notice. Typical of West London County Court which has consistently demonstrated the most amazing haste in responding to Steel Services i.e. Mr Ladsky et. al's requests for hearings).
- My letter of 25 March 2003<sup>10</sup> addressed to the District Judge: "...your notice dated 21 March 2003 that a charging order hearing... will take place on 4 April

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<sup>3</sup> 02.12.17 – My defence to the West London County Court claim

<sup>4</sup> 03.01.23 – Letter from CKFT to me

<sup>5</sup> 03.01.24 – Letter from West London County Court

<sup>6</sup> 02.10.17 – Letter from me to CKFT

<sup>7</sup> 02.10.21 – Letter from Mr Silverstone to me

<sup>8</sup> 02.10.07 – Letter from Mr Silverstone to me

<sup>9</sup> 03.03.21 – Notice of Adjourned Hearing from West London County Court

<sup>10</sup> 03.03.25 - My letter to District Judge, West London County Court

2003. I am baffled by this given the following events... 29 Oct 2002 - During the hearing, Mr J.C. Sharma JP FRICS, Chair, tells us that if we pay the service charge demanded before the hearing, then the Tribunal will not be able to do anything. In other words, Mr Sharma tells us to not pay the service charge until the Tribunal has reached a decision".

(NB: At the 29 October 2002 pre-trial LVT hearing, we (the residents) were handed a leaflet 'Applying to a Leasehold Valuation Tribunal – service charges, insurance, management' which, on page 5 states the following: "... a recent Court of Appeal case ruling (*Daejan Properties Limited v London Leasehold Valuation Tribunal*) determined that LVTs only have the jurisdiction to decide the reasonableness of disputed service charges **that are still unpaid** except under certain circumstances". (NB: bold type face as per the leaflet) <sup>11</sup>. (Mr Andrew David Ladsky, Ms Joan Doreen Hathaway and Mr Barrie Martin of Martin Russell Jones (MRJ), managing agents for the block, attended the 29 October 2002 pre-trial LVT hearing).

I also concluded my 25 March 2003 letter by stating: "*I respectfully reiterate my request: that - in relation to my personal case - the action on 4 April be stayed*". (NB: I wrote "*in my case*", as I did not know what other residents were doing (e.g. they might have opted to instigate an action through arbitration – which is the manner stated in the lease for handling disputes. This point was actually emphasised by Mr Sharma, LVT Chair, at the 29 October 2002 pre-trial hearing as he told us (i.e. the residents) that, because of this clause in our lease, the application by Steel Services might actually not proceed to a hearing by the LVT).

- In spite of my 25 March 2003 letter, West London County still persists in telling me, in its 27 March 2003 letter <sup>12</sup>, that the 4 April 2003 Charging Order concerns me.
- At my wits end, on 30 March 2003 <sup>13</sup> I sent a letter to the members of the LVT Panel - on which I copied the District Judge - and in which I wrote, among others: "... I requested (once again) that the action be stayed explaining, among others, that: 1. at the LVT pre-trial hearing on 29 October 2002 Mr J.C. Sharma JP FRICS had in effect told the residents to not pay the service charge demanded for the major works until the LVT had reached a decision... How can it be that two government departments – who have been made aware of a conflict as a result of actions they are concurrently undertaking – have no line of communication?"
- After days of extreme anguish and distress, when I again contacted West London County Court (this time 'armed' with the appropriate terminology) I was finally told: "*No, the Charging Order is not against you, it's against other residents*". I captured this in my letter to the court, dated 1 April 2003 <sup>14</sup> (I was also told that it "*may nonetheless be of benefit for you to attend*". Not knowing what to expect, I asked my surveyor to accompany me. When we arrived at the court, we were informed that the hearing had been cancelled. A consent order relating to the 7<sup>th</sup> Defendant, dated 2 April 2003 had been faxed to the court by CKFT <sup>15</sup>
- West London County Court sends me a notice of hearing, dated 12 June 2003 <sup>16</sup>. It states that the hearing is due to take place on 24 June 2003.
- At the time, I had not received a copy of the LVT determination (the LVT signed it on 17 June 2003). I consequently saw myself as yet again being hounded by the court, (in fact, I felt that 'persecuted' was by now a more appropriate description). Very clearly, the court did not care whether I had received a copy of the LVT report. It reinforced my view that Steel Services i.e. Mr Ladsky et. al was 'running the show' in West London County Court.

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<sup>11</sup> 02.10.29 - First 5 pages of LVT booklet, 'Applying to a Leasehold Valuation Tribunal – service charges, insurance, management

<sup>12</sup> 03.03.27 – Letter from West London County Court to me

<sup>13</sup> 03.03.30 – My letter to the LVT Panel

<sup>14</sup> 03.04.01 – My letter to District Judge, West London County Court

<sup>15</sup> 03.04.02 – Consent Order relating to the 7<sup>th</sup> Defendant

<sup>16</sup> 03.06.12 – Notice of hearing from West London County Court to me

- In my 17 June 2003 <sup>17</sup> letter to the District Judge I wrote, among others: "*I have informed you on several occasions that Steel Services had referred the matter to the LVT - completely duplicating this action before your court...Why are you asking me to attend a hearing? Why aren't you instead asking me whether the LVT has reached a decision? (I have not yet received a decision from the LVT. I phoned today and was told that the letter 'should' be going out today). Better still, why are you not communicating with the LVT?... For the second time now your court is causing me untold torment, anguish and distress. Why is your court putting me in this situation of needing to get very costly legal advice when in fact I have yet to hear from the LVT? Why is it that your court is not waiting for this decision? Until there is a decision from the LVT, what can you enforce?...But maybe I am going through this hell for nothing. Maybe this is a repeat of what happened in March... i.e. has nothing to do with me. Is that the case?*"
- My 22 June 2003 <sup>18</sup> letter to the District Judge in which I communicate that I have just received the LVT report. In this letter, I include highlights from the report, and state, among others: "*...The judgement remains open to appeal to the Lands Tribunal... Your court is subjecting me to double jeopardy. I am astonished that your court has persisted in allowing duplicated action to continue in spite of my telling your court on numerous occasions since 10 December 2002 that Steel Services was pursuing exactly the same action in the LVT - at the same time as it was pursuing the action in your court. The claimant has mischievously pursued this action in two separate jurisdictions in order to intimidate and bully me into paying. This is an abuse of the legal process*".

I had the letter biked over to the court on the 23<sup>rd</sup>. As, among others, I highlighted in my letter that I had leave of appeal to the Lands Tribunal, I assumed that the judge (Judge Wright) would cancel the hearing. Therefore, as stated in my letter, I phoned the court on the morning of the 24<sup>th</sup> to ascertain the position. No, Judge Wright had decided that the hearing would nonetheless take place.

During the hearing, she reprimanded Mr Silverstone for "*wasting my time and the court's time. The LVT report has just been issued. You need to give the Defendants time to review it*". She ordered that Steel Services pays my costs for the day (and that of other Residents present) <sup>19</sup> – and, obviously, refused Mr Silverstone's demand that I (and the other Residents) pay its client's costs for the day.

It is clear from these events that the hearing should not have been allowed to take place. What Steel Services wanted out of the day was the opportunity to put more pressure on me to pay what it demanded. And the court obliged. (Wasting taxpayers' money in the process).

- (After the hearing, I received a reply from West London County Court dated 23 June 2003 <sup>20</sup> stating: "*The judge has confirmed that you would be well advised to attend, as the hearing is for directions... letter from the claimant's solicitors confirms that the case is proceeding against the... defendants*".)

#### **1.1.1.2 Ignored evidence supplied - "...it would have been for you and/or your solicitors to bring your defence and supporting documents to the attention of the Court at the relevant time via the correct channels"**

- In filing my defence to the court, I certainly expected the court to read it – and take action.
- In my 22 June 2003 letter to the District Judge I included highlights from the LVT report: "*A substantial amount of the global sum demanded by the applicant has been*

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<sup>17</sup> 03.06.17 – My letter to District Judge, West London County Court

<sup>18</sup> 03.06.22 – My letter to District Judge, West London County Court

<sup>19</sup> 03.06.24 - West London County Court order

<sup>20</sup> 03.06.23 – Letter from West London County Court to me

disallowed by the LVT as being unreasonable... Further 'substantial' amounts have been identified as 'improvements' and are not therefore chargeable under the terms of the lease... As I am not contractually liable under the terms of my lease to pay these amounts, CKFT, Steel Services/ Mr Ladsky's solicitors are in breach of their professional conduct by demanding substantial sums of money that are not properly due and payable..." . To this I added a note in which I referred to Mr Silverstone's 7 October 2002 letter threatening to forfeit my lease. With the letter, I enclosed 8 pages from the LVT report.

- In my letter of 15 July 2003 <sup>21</sup> to District Judge Wright headed "Steel Services - Martin Russell Jones are not complying with the decision of the LVT", I specifically state that I disagree with the revised amount of £10,917 demanded of me by Steel Services – and quote from my surveyor's assessment in support of this. I also state: "I would therefore be most grateful for your assistance in compelling Steel Services and Martin Russell Jones to comply with the LVT's decision" (I copied CKFT and MRJ on the letter).
- I wrote another letter to Judge Wright, dated 9 August 2003 <sup>22</sup> again reiterating my position and providing, in evidence (among my 16 enclosures) a copy of the LVT report, as well as of my surveyor's assessment (dated 31 July 2003) which clearly demonstrated that the sum still being demanded of me post the LVT determination did not reflect this determination. "In their revised specification, the claimant (a) has not adjusted the 24 June 2003 demand to take full account of the LVT's decision; (i) has not complied with the consultation proceedings as detailed under the Landlord & Tenant Act 1985... My surveyor has reviewed the Killby & Gayford's 'Revised price' document which CKFT has enclosed in their letter dated 17 July 2003. The four key points from his (enclosed) assessment, dated 31 July 2003 are:....".

At this point I included precise details of the impact of the LVT determination on the sum demanded – which had the effect of reducing the original sum demanded by nearly 70% - followed by: "In light of the above, I maintain the statement I made in my 15 July 2003 letter to the court that: "By reducing the amount by a mere 24.28%, Steel Services-Martin Russell Jones fall very short of implementing the LVT's decision". (I copied CKFT on this letter)

**1.1.2.2. Demanded money that was not due** - "...it was a matter for the Court to determine whether the sums claimed were due or not. The Court, by virtue of its inherent jurisdiction has the relevant power to impose the necessary sanction on a party where there has been abuse of process"

Well, it certainly did not!

**1.1.3.3. Non-compliance with Civil Procedure Rules** - (NB: In relation to CKFT-Steel Services' 'so-called' Part 36 offer of 21 October 2003 not being compliant with CPR as defined by Lord Woolf in the Ford v GKR Construction case). "Such concerns need to have been raised with the Court which, by virtue of its inherent jurisdiction can impose the relevant sanction, if deemed appropriate, upon the defaulting party".

- I have included comprehensive details of events in relation to the offer in my complaint against Piper Smith & Basham. This includes the fact that, in my letter to PSB of 7 November 2003 <sup>23</sup> and my fax of 13 November 2003 <sup>24</sup> to PSB and Mr Gallagher, I had demonstrated that Lord Woolf's ruling applied i.e. I had not been provided with the information necessary for me to assess the offer. (It was thus a pre-condition offer). Neither Mr Twyman, nor Mr Gallagher provided me with any feedback on my having identified this ruling.

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<sup>21</sup> 03.07.15 – My letter to District Judge Wright

<sup>22</sup> 03.08.09 – My letter to District Judge Wright

<sup>23</sup> 03.11.07 – My fax to Piper Smith & Basham

<sup>24</sup> 03.11.13 – My fax to Mr Twyman, Piper Smith & Basham

- After several 'nightmare' weeks of battling with PSB to get them to send a substitute reply reflecting what had been agreed at the 28 October 2003 meeting with Mr Gallagher, I took back control of my case and, on 19 December 2003 <sup>25</sup> sent a substitute reply to CKFT in which I referred to Lord Woolf's ruling, the terms of my lease, etc. As evidenced in my 7 November 2003 fax and 12h26 email of 13 November 2003 <sup>26</sup> to Mr Twyman and Mr Gallagher, I did not view this reply as affording me the justice and redress I felt I deserved given the circumstances of my case. However, in December 2003 I was near collapse. Therefore, my priority was to secure an outcome that would protect me from further demands for 'these major works'.
- Of course, I could not send this Notice of Acceptance to the court. It took another 5 months for Steel Services to agree on the wording of a Consent Order. (As it turned out, it did this because by then it had decided to discard the LVT determination). The Consent Order was discussed at a hearing on 28 May 2004. I missed this hearing due to West London County Court's fault. (Combination of the fact that it did not follow instructions, plus giving only a few days notice of the hearing. But I did (eventually!) get a transcript of the hearing – which makes interesting reading – including the comments from Judge Madge). Hence, if this was the time for me to show / file my Notice of Acceptance of 19 December 2003 – and therefore raise the issue of the non-compliance of the offer with CPR, I missed it.
- Considering what happened with the 5<sup>th</sup> Defendant, it is clear that it would not have made any difference. As can be seen from the 23 July 2004 <sup>27</sup> letter I received from Wandsworth County Court, a one day hearing for this (last, valiant) Resident was scheduled on 17 August 2004 (previously issued court directions had stated date for exchange of Witness Statements, etc).

However, a General Form of Judgment or Order, dated 2 August 2004 <sup>28</sup>, states that a hearing took place resulting in the Resident having to pay the sum of £4,538 plus interest of £548, plus the Claimant's costs. This resident had already paid the sum of £8,662 following the 26 August 2003 hearing. The original "*Major works contribution*" claim against this Resident was £15,637. So much for the LVT determination and Steel Services not being entitled to charge residents differentially! – and the fact I had written to Judge Ashworth on 22 July 2004 <sup>29</sup> telling him about the LVT determination – and that my file had 'apparently' been transferred to Wandsworth County Court.

#### **1.1.3.5. Obtained Orders before Leasehold Valuation Tribunal issued report – "...should have been raised before the Court for it to determine the jurisdiction of the Leasehold Valuation Tribunal over the Court's jurisdiction in respect of CKFT's client's claim"**

I communicated this a total of 7 times to the court – in very plain language. This included stating in 3 letters to the court that the reduction in the sum demanded of me fell very short of reflecting the LVT determination.

- Ms Ayesha Salim filed an application dated 5 August 2003 <sup>30</sup> stating "*...despite being served with the revised apportionments, the Second (i.e. myself) and Fifth Defendants have failed to pay the sums determined reasonable by the LVT. 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 compelling reason why the case should be disposed of at Trial*". It was not true. The sum demanded of me was the same as that demanded at the 24 June 2003 hearing ie. £10,917 <sup>31</sup>. And Steel was also expecting me to pay £708 costs for the day <sup>32</sup>. (Not granted).

<sup>25</sup> 03.12.19 – My Notice of Acceptance to CKFT

<sup>26</sup> 03.11.13 – My 12h26 email to Mr Twyman and Mr Gallagher

<sup>27</sup> 04.07.23 - Letter from Wandsworth County Court to me

<sup>28</sup> 04.08.02 - General Form of Judgment or Order from Wandsworth County Court

<sup>29</sup> 04.07.22 – My letter to Judge Ashworth, Wandsworth County Court

<sup>30</sup> 03.08.05 – CKFT application notice

<sup>31</sup> 03.06.24 – 'Major works apportionment 24<sup>th</sup> June 2002 revised', from MRJ

<sup>32</sup> 03.08.05 – 'Steel Services – Statement of costs for the hearing on 26 August 2003'

At the 26 August 2003 hearing, Judge Wright did not challenge Ms Ayesha Salim on her claim that her client's revised demand of £10,917 (vs. the original demand of £14,400) fully represented the LVT determination.

Although I had represented myself at the 24 June 2003 hearing (and won), my lack of knowledge and experience meant that I found the experience quite harrowing. I therefore opted to appoint Piper Smith & Basham to represent me at the 26 August 2003 hearing.

I was concerned with the manner in which the proceedings were taking place. All of my prior letters to the court / Judge Wright were being ignored. Yet, I told myself that I was paying close to £2,000 for legal representation – and had provided a good brief to Ms Lisa McLean, Piper Smith & Basham, including copy of numerous documents: defence, my letters to the court, the LVT report, my surveyors' assessment of the 'so called' "Revised price specification", etc.

In addition to which, Ms McLean had previously written, on 9 April 2003, to Oliver Fisher, my then solicitors, that a surveyor had informed them that "*the service charges seem high*" and that "*it would appear that the top floor flats are being enlarged. Clearly, if this is the case that is improvement rather than repair*". In addition, she had also attended the last day of the LVT hearing (in the context of representing another Resident). I therefore assumed that Ms McLean and Counsel, Mr Pliener, would act in my best interests. For that reason, I did not speak-up during the meeting with Judge Wright.

Although I did not fully understand what was said due to the terminology being unfamiliar to me, I formed the impression during the meeting that Judge Wright was being particularly accommodating to CKFT. I remember thinking: "that's not a court of justice, it's a court of injustice". It is because of this that I agreed to pay part of the claim – and because I had been told by Ms McLean and Mr Pliener that if I did not make a payment it would be likely to be held against me. Having witnessed the session with Judge Wright, I believed them. Yet, I did not owe a single penny because the demand was not compliant with the terms of my lease as it was not supported by certified accounts – as I had stated in my defence to the claim.

So, absolutely no notice was taken of any of my letters to the court – nor of the contents of my defence. I might as well have been writing in invisible ink. The only communication the court took note of – and believed - were those from CKFT. The courts say that people can represent themselves. As is glaringly obvious from my experience, whatever a lay person says when the other side is a solicitor is ignored in favour of the communication from the solicitor. Leading me to conclude that, as a lay person, if what I write contradicts a solicitor, I become a non-entity, no matter what I give in evidence. Well, it certainly is the case when the other side is Mr Ladsky et. al.

True, I had representation at the 26 August 2003 hearing, but that did not do me much good.

**1.1.3.6. Entered negotiations and at the same time claimed different amounts from others –**  
*"...parties to the litigation (residents) should have raised any of their concerns with the Court at the appropriate time"*

- In a letter dated 17 July 2003<sup>33</sup>, Mr Silverstone wrote to the LVT: "*Our client's Council has advised us that the LVT was asked to make a determination of the specific amount of the service charge payable by the tenant of flat 3, Ms Dit-Rawé...*"
- To which the LVT replied in its letter dated 21 July 2003<sup>34</sup>: "*It is not the duty of the Tribunal to assess the particular contribution payable by any specific tenant but only to determine the reasonableness, or otherwise of the service charges as a whole to go on the service charge account from which no doubt you can assess the proportion for that particular tenant*". This letter was copied to the court.

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<sup>33</sup> 03.07.17 – Letter from Mr Silverstone to the LVT

<sup>34</sup> 03.07.21 – Letter from LVT to CKFT

- In my 9 August 2003 letter to Judge Wright, I wrote: *"There are no side deals to be made with the claimant: the nature of the works and their associated costs must be totally clear and transparent - to ALL lessees... What each lessee is required to pay is clearly defined by means of a fixed percentage (see the attached list of percentage for each of the 35 flats supplied by SSL-MRJ in their 7 August 2002 application to the LVT... The LVT has made a determination on the reasonableness of the service charge for the block - as whole - not just for myself"* (I copied CKFT on this letter)

The court opted to ignore the fact I had stated in my defence that the lease supplied to the court with the claim was different from mine. The lease supplied to the court with the claim ('apparently' for flat 23) states: *"The amount of Service Charge payable by the Lessee for each financial year of the Lessor shall be a fair proportion (to be determined by and at the sole discretion of the Lessor)..."*. This is equivalent to saying: *"Give your cheque book to the lessor who will write himself a cheque for an amount of his choice"*. I simply cannot believe that the resident concerned signed up to this. (The lease given to the LVT, 'apparently' for flat 22, also contained the same clause).

My lease states: *"The amount of the Service Charge payable by the Lessee for each financial year... shall be calculated by dividing the aggregate amount of the costs expenses and outgoings...by the aggregate of the rateable value (in force at the end of such year) of all the flats in the Building"*.

(NB: Please, note in the LVT 21 July 2003 letter to CKFT: *"...from which no doubt you can assess the proportion for that particular tenant"*. i.e. the 'norm' is for the leases to state a fixed percentage share of the service charges).

My conclusion on this is that the court has knowingly assisted Mr Ladsky et. al in breaching the terms of my lease.

**1.1.3.7. Failure to amend claim in light of Leasehold Valuation Tribunal report** – *"The Leasehold Valuation Tribunal report would have been brought to the attention of the Court or alternatively the Court would have known that the Leasehold Valuation Tribunal was considering issues. Therefore, the alleged failure to amend the claim is not a matter that we can consider as it falls within the jurisdiction of the Court at the relevant time"*

In addition to my letters to the court of 10 December 2002, 17 December 2002 and 25 March 2003:

- My 30 March 2003 letter to the LVT Panel, copied to the District Judge: *"... How can it be that two government departments - who have been made aware of a conflict as a result of actions they are concurrently undertaking - have no line of communication?"*
- My 17 June 2003 letter to the District Judge: *"I have informed you on several occasions that Steel Services had referred the matter to the LVT - completely duplicating this action before your court... Better still, why are you not communicating with the LVT?..."*
- My 22 June 2003 letter to the District Judge: *"The original claim against me of £14,400.19 for the major works is therefore rendered null and void..."*

**1.1.3.8. Observe proper standards of work** – *"...all procedural/legal matters which were for the Court to address. For instance, if a party has failed to comply with court rules/procedures then it is for the Court by virtue of its inherent jurisdiction to determine those breaches and if appropriate, sanction the defaulting party"*

- My letters of 10 December 2002, 17 December 2002, 25 March 2003 and 22 June 2003 to the court, as well as my defence of 17 December 2002, and my 30 March 2003 letter to the LVT Panel, copied to the court. In these, I: bring the action in the LVT to the attention of the court, including stating that the LVT told residents to not pay the sum demanded until it had issued its determination; request that the action be stayed, and equally plainly, state *"your court is subjecting me to double jeopardy. I am astonished that your court has persisted in allowing duplicate action to take place"*

**1.1.4.1 Breach of duty to Court** – “CKFT were entitled to issue a claim as they did and you had an opportunity in your defence to raise any objection as cited at point (a), namely that you were told not to pay. It would then be for the Court to determine whether the claim could be entertained or not”

In addition to my replies under the previous points:

- In my letter of 15 July 2003 to District Judge Wright headed “*Steel Services – Martin Russell Jones are not complying with the decision of the LVT*”, I specifically state that I disagree with the revised amount of £10,917 demanded of me by Steel Services – and quote from my surveyor’s assessment in support of this. I also state: “*I would therefore be most grateful for your assistance in compelling Steel Services and Martin Russell Jones to comply with the LVT’s decision*” (I copied CKFT and MRJ)
- In my 22 June 2003 letter to the District Judge: “*As I am not contractually liable under the terms of my lease to pay these amounts, CKFT, Steel Services/ Mr Ladsky’s solicitors are in breach of their professional conduct by demanding substantial sums of money that are not properly due and payable...*”

My nightmare with West London County Court continued into 2004, and then with Wandsworth County Court – as can be seen in my 22 July 2004 letter to Judge Ashworth, Wandsworth County Court. By the end of June 2004 I was feeling so distraught by events, and yet again at my wits end, that I wrote a letter to Lord Falconer of Thornton<sup>35</sup>, primarily asking for his help. (I also copied Christopher Leslie MP and David Lammy, MP). I took the opportunity to relate previous events with West London County Court and concluded my letter by asking whether what I had been made to endure was a reflection of the British justice system.

The reply I received from Mr Ian Anderson, Head of Customer Service Unit, Court Service<sup>36</sup> is defiant and dismissive: it does not recognise any wrongdoing.

In light of the above Mrs Manzoor – and in the context of Mr Sanghera’s comments: I think that, as a defendant acting most of the time in person, I have done all I could to try to get the courts to handle the case fairly and justly.

On 22 November 2004<sup>37</sup> I wrote to the only person I could complain to, and ask for assistance in terms of the ‘next level up’: Mrs Ann Abraham, Parliamentary Ombudsman. However, this was a letter ‘through the back door’ as I should only approach Mrs Abraham through the intermediary of my MP. As I explained to Mrs Abraham, going through my MP – who is Mr Michael Portillo – is not an option given that he refused to help me on 3 occasions. My approach means that Mrs Abraham cannot ‘officially’ assist me.

## **2 Kensington & Chelsea Police**

Likewise, in response to Mr Gurjinder Sanghera’s statement: “*...allegations that CKFT have committed criminal offences under the Theft Act 1968 (1.2), Criminal Justice Act and Public Order Act 1994 (1.3), and Money Laundering Regulations/Proceeds of Crime Act 2002 (1.4). These are serious allegations and as they relate to alleged criminal offences should be reported to the police*”, I can only give the same reply: I do not stand a chance. Why?

Kensington & Chelsea police took no action when I and at least 4 other residents reported Mr Ladsky for harassment and intimidation (i.e. a criminal offence).

A detail of events is captured in my 2 April 2002<sup>38</sup> letter to Paul Webster, Detective Inspector, Kensington Police station. You will see that the police story simply does not ‘stack-up’

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<sup>35</sup> 04.06.29 – My letter to Lord Falconer of Thornton QC

<sup>36</sup> 04.08.23 - Letter from Mr Ian Anderson, Head of Customer Service Unit, Court Service

<sup>37</sup> 04.11.22 – My letter to Mrs Ann Abraham, Parliamentary Commissioner for Administration

<sup>38</sup> 02.04.02 – My letter to Paul Webster, Detective Inspector, Kensington Police station

In his 23 April 2002<sup>39</sup> reply, Paul Webster states: “No crime report has been reported to this police borough regarding Mr Ladsky, in your letter you mention that other occupiers had complained this may be correct, but there are no reported crimes about Mr Ladsky”

Please, compare this against the following – which predates Mr Webster’s letter:

- An identical letter dated 11 October 2001 sent by Ms Ayesha Salim to 2 residents<sup>40</sup> who had reported Mr Ladsky to Kensington & Chelsea police: “We are informed that on the morning of Thursday 11 October 2001, you reported our client to the police alleging that he had illegally entered flat [x] and flat [x] Jefferson House. Our client was visited by Mr D Malam from the Chelsea Police Station”. (And in which the next sentence reads: “The police have investigated the allegation and have determined that it was completely unfounded”)
- DC Adams telling me that the Resident (who allegedly made the anonymous phone calls to me) had told him that Mr Ladsky had been harassing her (as I captured on the 2<sup>nd</sup> page of my 2 April 2002 letter to Mr Paul Webster)
- DC Adams telling me that “nobody else has complained about him (i.e. Mr Ladsky)”. When I replied “how about the man in flat [x]?” his split second reply was: “the 71 year old man”. (This is captured in my 13 March 2002<sup>41</sup> letter to the Police Complaints Authority – on which I copied DC Adams)
- The fact that the person who headed our Residents Association had reported Mr Ladsky to the same police station in 2001 / 2002. While I have absolutely no doubt that she did it, this was confirmed in an email to me from another Resident, dated 18 April 2002<sup>42</sup>: “Chelsea Police advised her off the record to fold her tent and go – which she did, can’t blame anyone for that”. (This Resident then continues: “Her experience was horrendous, I was there on two occasions on Jan & Feb last year with this harassment going on”)

After several months of battling with Kensington & Chelsea police, I escalated my complaint to Sir Toby Harris, the then Chair of the Metropolitan Police Authority, asking for his assistance in my letter dated 5 May 2002<sup>43</sup>. In this letter, I provide comprehensive details of events, and identify Mr Ladsky as the perpetrator of the harassment and intimidation I have suffered. As my letter had not been acknowledged, I sent an email on 31 May 2002<sup>44</sup> addressed to Sir Toby Harris – in which I relate more recent events with Kensington & Chelsea Police (because, yet again, they don’t ‘stack-up’).

This led Sir Toby to reply on 11 July 2002<sup>45</sup>: “... you seem convinced that Mrs [x] acted under the direction of Mr Ladsky. While this may or may not be the case, the police cannot act on the basis of your suspicions, however strongly held, and must act only on the basis of established facts”. Sir Toby Harris goes on to say: “There was therefore no option other than to hold Mrs [x] fully responsible for this crime”. (NOTE:<sup>46</sup>)

I replied to Sir Toby Harris on 4 August 2002<sup>47</sup>. In this letter I wrote, among others: “...I would point out that there is the Protection from Harassment Act 1997. But, this is conveniently ignored by the police”. I concluded my letter by stating: “...my dealings with the police in recent months, have led me to totally – and for ever – lose my confidence in the British police”. Subsequent events in 2003 only served to reinforce my feelings.

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<sup>39</sup> 02.04.23 – Letter to me from Paul Webster, Detective Inspector, Kensington Police

<sup>40</sup> 01.10.11 – Letter from Ms Ayesha Salim to 2 residents at Jefferson House

<sup>41</sup> 02.03.13 – My letter to the Police Complaints Authority

<sup>42</sup> 02.04.18 – Email to me from a resident

<sup>43</sup> 02.05.05 – My letter to Sir Toby Harris, then Chair of the Metropolitan Police Authority

<sup>44</sup> 02.05.31 – My email to Sir Toby Harris

<sup>45</sup> 02.07.11 – Letter to me from Sir Toby Harris

<sup>46</sup> NOTE: I subsequently identified that the Land Registry (at 26 April 2004) (enclosed) had, for flat 33, the flat of the resident concerned, the following entry: “(10 October 2003) CAUTION in favour of Steel Services Limited...”. The Particulars of Claim, filed on 29 November 2002 in West London County Court, indicate that this flat bore the second largest share of the claim: £62,000 (enclosed)

<sup>47</sup> 02.08.04 – My letter to Sir Toby Harris

I should also add that in 2002 Kensington & Chelsea police tried to talk to me. However, given my experience, the only communication I was prepared to have with the police was in writing. Because of this, in a letter dated 20 June 2002<sup>48</sup>, Paul Kirby, A/Inspector, Chelsea Police station, informed me that my "...original letter has not been recorded as a complaint because I have been unable to establish if you wish to substantiate your original letter".

This is how Kensington & Chelsea Police treated me. However, when Mr Ladsky reported me to the same police station for "swearing at him", it generated a letter, dated 27 January 2003<sup>49</sup>, stating: "Of perhaps greater importance is the fact that any further such outbursts may result in charges of harassment being made against you, as this initial complaint has been fully recorded by the police..." Very clearly, no concern here about: "acting only on the basis of established facts" (Sir Toby Harris' reply to me of 11 July 2002). And, whereas complaints made against Mr Ladsky by at least 5 residents, over a period of time, do not get recorded, his complaint against me does! Neil Watson PC 206BS, Crime Investigator, asked me to contact him "...to clarify this situation".

I laughed on receiving this letter as I visualised the scene: a man, standing in a police station, saying: "Mr Policeman, a woman swore at me". My not responding led to another letter dated 6 February 2003<sup>50</sup> from Neil Watson PC 206BS: "please contact me". When I replied by recorded delivery on 11 February 2003<sup>51</sup> asking for precise details – in writing - of the allegation, there was no follow-up.

In light of this Mrs Manzoor, what chance do I get of the police taking action against CKFT? None.

The deafening message from the courts, the police, etc. i.e. 'the system' is: 'Landlords are sacrosanct (and very clearly, some, more so than others). If thou challenge a landlord, 'the system' will make sure that thou shall stay under the claws of the landlord'. No wonder the supporting infrastructure of solicitors, barristers, surveyors etc. that feeds on the leasehold system, acts as it does. (Mercifully, they also include 'true professionals', with a high level of integrity e.g. my surveyor).

I apologise for this long letter and weighty enclosures, but I felt I had to communicate this to you given the reply from Mr Sanghera.

Thank you in anticipation of your taking the time to consider my complaint.

Yours sincerely

Noëlle Rawé



PS: At the end of the enclosures I have included:

- (1) a copy of my 11 February 2005 email to my surveyor, Mr Brock, comprising of a photograph of the back of the building taken in July 2002 and one taken on 6 February 2005;
- (2) enlarged photos of what I captured in the email;
- (3) a photograph of the state of the corridor in front of my flat (also at 6 February 2005);
- (4) a copy of the 'description of the works' which is currently placed in the common area.

These provide undeniable evidence that:

- A penthouse flat is under construction
- The service charge demand of 17 July 2002 could not be described as an 'interim demand' as, 7 months into the works, it is very clear that it will take many more weeks for these works to be completed. Hence, (aside from the fact that the demand was extortionate), as defined under the terms of my lease, it needed to be supported by certified accounts.

Oh yeah! See 'Major works'

<sup>48</sup> 02.06.20 – Letter to me from Paul Kirby, A/Inspector, Chelsea Police station

<sup>49</sup> 03.01.27 – Letter to me from Neil Watson PC206BS, Chelsea Police station

<sup>50</sup> 03.02.06 – Letter to me from Neil Watson PC 206BS, Chelsea Police station

<sup>51</sup> 03.02.11 – My letter to Neil Watson PC 206BS, Chelsea Police station

05.02.17\_List\_encs\_2LSO\_reCKFTComplt\_(FINAL)

	A	B
1		
2	01.10.11	Letter sent by Msd Ayesha Salim to 2 residents at Jefferson House
3	02.03.13	My letter to the Police Complaints Authority
4	02.04.02	My letter to Paul Webster, Detective Inspector, Kensington Police station
5	02.04.18	Email to me from a resident
6	02.04.23	Letter to me from Paul Webster, Detective Inspector, Kensington Police
7	02.05.05	My letter to Sir Toby Harris, then Chair of the Metropolitan Police Authority
8	02.05.31	My email to Sir Toby Harris
9	02.06.20	Letter to me from Paul Kirby, A/Inspector, Chelsea Police station
10	02.07.11	Letter to me from Sir Toby Harris
11	02.08.04	My letter to Sir Toby Harris
12	02.10.07	Letter from Mr Silverstone to me
13	02.10.17	Letter from me to CKFT
14	02.10.21	Letter from Mr Silverstone to me
15	02.10.29	First 5 pages of LVT booklet, 'Applying to a Leasehold Valuation Tribunal - service charges, insurance, management
16	02.11.29	Claim details for flat 33 (from Particulars of Claim)
17	02.12.10	My letter to West London County Court
18	02.12.17	My letter to West London County Court
19	02.12.17	My defence to the West London County Court claim
20	03.01.23	Letter from CKFT to me
21	03.01.24	Letter from West London County Court
22	03.01.27	Letter to me from Neil Watson PC206BS, Chelsea Police station
23	03.02.06	Letter to me from Neil Watson PC 206BS, Chelsea Police station
24	03.02.11	My letter to Neil Watson PC 206BS, Chelsea Police station
25	03.03.21	Notice of Adjourned Hearing from West London County Court
26	03.03.25	My letter to District Judge, West London County Court
27	03.03.27	Letter from West London County Court to me
28	03.03.30	My letter to the LVT Panel
29	03.04.01	My letter to District Judge, West London County Court
30	03.04.02	Consent Order relating to the 7th Defendant
31	03.06.12	Notice of hearing from West London County Court to me
32	03.06.17	My letter to District Judge, West London County Court
33	03.06.22	My letter to District Judge, West London County Court
34	03.06.23	Letter from West London County Court to me
35	03.06.24	West London County Court order
36	03.06.24	Major works apportionment 24th June 2002 revised', from MRJ
37	03.07.15	My letter to District Judge Wright
38	03.07.17	Letter from Mr Silverstone to the LVT
39	03.07.21	Letter from LVT to CKFT
40	03.08.05	CKFT application notice
41	03.08.05	Steel Services - Statement of costs for the hearing on 26 August 2003'
42	03.08.09	- My letter to District Judge Wright
43	03.11.07	My fax to Piper Smith & Basham
44	03.11.13	My fax to Mr Twyman, Piper Smith & Basham
45	03.11.13	My 12h26 email to Mr Twyman and Mr Gallagher
46	03.12.19	My Notice of Acceptance to CKFT
47	04.04.26	Land Registry record for flat 33
48	04.06.29	My letter to Lord Falconer of Thoronton QC
49	04.07.22	My letter to Judge Ashworth, Wandsworth County Court
50	04.07.23	Letter from Wandsworth County Court to me
51	04.08.02	General Form of Judgment or Order from Wandsworth County Court
52	04.08.23	Letter from Mr Ian Anderson, Head of Customer Service Unit, Court Service
53	04.11.22	My letter to Mrs Ann Abraham, Parliamentary Commissioner for Administration