Mr Gerald Wild
Chief Housing Officer
The Town Hall
Hornton Street
London W8 7NX

Ms Noëlle Rawé
3 Jefferson House
11 Basil Street
London SW3 1AX

(By Special Delivery)

11 November 2004

Dear Mr Wild

Getting Steel Services-Martin Russell Jones to comply with my statutory rights under Section 21 of the Landlord & Tenant Act 1985 by supplying me with the 2002 and 2003 year-end accounts for Jefferson House

I acknowledge receipt of your letter dated 15 October 2004, posted on 20 October and of which I took delivery on 30 October 2004. On the same day I also took delivery of a letter from Mr John Hutchings, dated 25 October 2004. I understand that, following my email to Ms Carretas on 1st November, she informed you and Mr Hutchings that it would consequently take me a few days to reply to your respective letters. I have attached a copy of my reply to Mr Hutchings [1].

1 **Your comment:** "The Ombudsman is of the opinion that the Council had not had a reasonable opportunity to investigate the complaint you made to Councillor Ritchie on 30 August"

A total of 7 weeks had elapsed between the time you received my letter of 30 August 2004 and your reply of 15 October. To these must be added the 12 weeks since I first wrote to your department (on 6 June 2004) – thereby bringing the **total to 19 weeks i.e. over 4 months** during which the only tangible action has been a token letter to MRJ and CKFT dated 25 June 2004. 'Token' as the letter contained the threat of prosecution: *"Please respond to this letter within 21 days, failure to do so, may result in this authority instigating prosecution proceedings"* – and I have no evidence of anything else having been done since. In other words, this was an empty threat.

So, you issue these kinds of threats with no intention of seeing them through? What was the objective? To keep me quiet until I pursue, chase and complain, at which point some other part of the machinery kicks in? Evidently MRJ and CKFT must be aware of the workings of local housing departments as, at the date of writing, **I still have not received the 2002 year-end accounts for Jefferson House, nor the 2003 accounts.**

2 **Your comment**: *"This requires that the head of Service carry out an investigation, in this case myself, the Chief Housing Officer".*

From contact with other people in a similar situation to mine, I am forming the view that my experience with your department is not uncommon among local housing departments. There should therefore be a comprehensive repository of lessons learnt from previously identified failings – and that all that is required is to consult a manual which, hopefully, is customer focused.

3 ***Your comment:*** *"Local authorities have the power to prosecute people for offences under the Landlord & Tenant Act 1985 but they are not under a duty to do so"*

If so, then it seems that whether or not you do is dependent on your whim e.g. the case of **Regina v Brimtal Ltd (1993)** I referred to in my letter of 5 October 2004 to Mrs Ritchie where the RBK&C prosecuted the landlord of Petersham House for failing to supply accounts under section 21.

11

[1] My letter to Mr John Hutchings, Tenancy Relations Officer, dated 10 November 2004

4 ***Your comment**: "It was the DLA's opinion that the evidence supplied by you and forwarded to them on 27 August, was insufficient to justify the instigation of proceedings under Section 25 of the Act in relation to both the 2002 accounts and 2003 accounts".*

Why wasn't I informed of this at the time?

5 ***Your comment:** "In reaching that view, the DLA applied the Crown Prosecution Service's Code of Practice and considered whether there was sufficient evidence to provide a reasonable prospect of securing a conviction…"*

How do you reconcile this statement with the letter of 25 June 2004 sent by Mr Hutchings to MRJ and CKFT?

6 ***Your comment**: "…and whether it was in the public interest to prosecute"*

Isn't it in the public interest to stop individuals from breaking the law?

7 ***Your comment:** "In relation to the 2002 accounts, the DLA attached considerable weight to the possibility that the reasonableness of the 2002 service charges had been fully explored at the Leasehold Valuation Tribunal (LVT) and that it would not be in the public interest to prosecute in respect of that period. The DLA did not have a full copy of the pleadings, court orders or the decision of the LVT which made it difficult, if not impossible, to assess the extent to which the 2002 accounts had been examined by the LVT"*

I find your reluctance to assist me in getting the 2002 year-end accounts most interesting.

The outcome of the determination by the LVT and the court orders have **nothing to do** with my statutory rights under the L&T 1985 Act to be provided with the 2002 and 2003 year-end accounts for Jefferson House – certified by an accountant. If these conditions are written in the L&T 1985 Act then, please, let me know where.

Nonetheless, I have supplied a copy of the 17 June 2003 LVT determination to Mr Hutchings and, while I am copying you on my reply to his letter, for your convenience, I will now extract a summary of the impact of the LVT determination on the global sum demanded of Residents by Mr Ladsky et.al i.e. Steel Services and MRJ.

As captured in my summary (previously supplied to Mr Hutchings with the 25 June 2004 letter I sent him), the impact of the LVT determination on the global sum demanded is as follows:

The total sum demanded by Steel Services was £736,206.08 (£564,467.00 exc. VAT and fees)

(1) Amount disallowed by the LVT because improvements = £169,497.72 (£129,958.00 exc. VAT and fees) - or **23% of the global sum demanded**

(2) Amount for which the LVT could not make a determination due to lack of specification = £188,783.67 (£144,745.00 exc. VAT and fees) - or **25.6% of the global sum demanded**

(3) A view supported by the LVT, considering the terms of the lease, as well as RICS best practice, that the reserve fund should be used as contribution = £141,977.00 – or 19.3% of the global sum demanded

Leaving an amount that can be charged of £235,946.56 – or 32% of the original sum demanded. In other words, £500,000.00 of the sum demanded was not considered as 'reasonable' by the LVT

My share: 1.956% of £235,946.56 = £4,615.11 vs. the £14,400.19 that Steel Services was demanding of me – and for which Ms Joan Doreen Hathaway, Martin Russell Jones, filed a (therefore false) claim - against me (and 10 other residents) on behalf of Steel Services in West London County Court on 29 November 2002 stating that:

[I] ***have failed to pay the service charges… that they are now due and owing from*** **[me]** ***to the Claimant"***

And for which she signed a 'Statement of Truth' stating:

"The Claimant believes that the facts stated in this Claim Form are true"

And as you also want to know about the court action (Mr Hutchings' letter) - as I have also captured in my attached reply to Mr Hutchings, not only did I (and other residents) not owe the sum claimed, **CKFT breached its duty to the Court by pursuing proceedings which amounted to an abuse of process of Court, resulting in placing me (and other residents) in a situation of double jeopardy.**

The reasons for this are:

- Firstly, at the 29 October 2002 pre-trial LVT hearing we (i.e. I and other residents) were asked by the Chair, Mr J.C. Sharma JP FRICS, whether we had already paid the service charge demanded in July. We all replied that we had not for the reason that we had not been supplied with details of costings – at the time of the demand, nor since. At this point, Mr Sharma specifically told us that if we paid, the Tribunal would not be able to help us.

- We 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) (Copy of the first 5 pages, included front cover, supplied as part of the enclosures to my letter to Mr Hutchings).

- Precisely one month after we were told this by the Tribunal i.e. on 29 November 2002, Ms Hathaway filed the claim in West London County Court on behalf of Steel Services. (The first LVT hearing – at which the first day of the substantive hearing was postponed until 13 March 2003 – took place more than two months after Steel Services filed its claim in court i.e. on 5 February 2003).

  (Mr Andrew David Ladsky, Ms Joan Doreen Hathaway and Mr Barry Martin of Martin Russell Jones, as well as Messrs Brian Gale and Patrick Moyle of Brian Gale Associates were in attendance at the 29 October 2002 LVT pre-trial hearing)

- Secondly, although fully cognisant of the LVT action - instigated by its client (application filed in the LVT on 7 August 2002) - CKFT nonetheless proceeded with the court action. Proof it knew of it:

  (a) In my letter to CKFT of 17 October 2002 I asked the following: "*Are you aware that Steel Services has applied to the Leasehold Valuation Tribunal for determination of the reasonableness of the charge for major works?"* (copy supplied to Mr Hutchings)

  (b) In its reply dated 21 October 2002 CKFT wrote: *"We are aware that Steel Services has applied to the Leasehold Valuation Tribunal"* (copy supplied to Mr Hutchings)

  Subsequent to this, as solicitors acting for Steel Services, CKFT would have had a 'blow by blow' account of the LVT proceedings from, among others, Mr Warwick, Counsel acting for Steel Services during the LVT proceedings.

It is clear that CKFT will do anything to assist its client in obtaining money that is not due and payable: on 10 October 2002 (i.e. 2 weeks before the LVT pre-trial hearing – at a time when Residents had just been informed of it) I received a letter from CKFT dated 7 October 2002 stating: *"We are instructed that you currently owe the sum of £16,657.05 in respect of service charges, comprising a contribution to Major Works (*£14,400.19)*…our client requires payment of the… sum within seven days of the date of this letter. In the event that payment is not received by Martin Russell Jones by*

10 am on Monday 14 October, we have instructions immediately to commence proceedings for recovery of the debt.

Our client reserves the right to take action to forfeit your lease for breach of covenant and to communicate with your mortgagee (if any), if such action becomes necessary"'

CKFT was abusing its position as solicitors because I did not have legal representation. This can be seen by comparing the letter it sent me vs. the letter it sent two weeks later, on 21 October 2002, to a firm of solicitors acting for a Resident and for which it adopted a totally different tone: "*We note that you have made no proposal on behalf of your client to pay all or part of the interim service charge. We should be grateful if you would clarify whether your client does in fact have any objection to the cost of the major works in respect of which we are instructed that appropriate notices were served some time ago"* (these letters are enclosed with my letter to Mr Hutchings)

Very clearly, CKFT, its client and Ms Hathaway saw me as 'fair game' for blackmail (definition under section 21 of the Theft Act 1968) **to extort monies from me that were not due and payable.**

(Three weeks earlier I had also received a letter from Ms Joan Hathaway, MRJ, threatening prosecution by its *"client"*, unless I immediately paid the service charge demanded).

As per its desired intent, the letter from CKFT in particular had a devastating impact on me. Here was a letter – from a solicitor – saying that, unless I paid this amount of money within 3 days, I would lose my home. I was in a state of complete and utter panic and was actually physically sick from the resulting torment, anguish and distress.

Combined with the abuse of process of court, injustice took place as West London County Court opted to repeatedly ignore the directions that had been given to the Residents by the LVT

West London County Court ignored the critical fact that we (i.e. the Residents) had been specifically told by the LVT to not pay the service charge until it had issued its determination. This is in spite of my bringing the LVT action to the Court's attention a total of **seven times between 10 December 2002 and 9 August 2003 – including reporting what Mr Sharma had told us.**

In fact, West London County Court has been instrumental in making **7 residents** pay the service charge – **before the LVT had issued its determination – dated 17 June 2003.**

This is evidenced by:

- CKFT's 23 May 2003 application for a Case Management Conference in which it states: *"The Claimant has obtained judgment or settled proceedings against all Defendants, except the following: 1st…, 2nd…, 5th… and 7th… Defendants"*
- This is further confirmed in a 'draft order' given to me by Mr Silverstone, CKFT, at the 24 June 2003 West London County Court hearing: *"Upon the proceedings between the Claimant and the 3rd, 4th, 6th, 8th, 9th, 10th and 11th Defendants having been resolved..."* (Copy of both of these documents is enclosed with my letter to Mr Hutchings).

The global sum for the works has to be the same for all lessees. Hence, **Steel Services cannot charge differentially, other than on the basis of individual lessee's fixed percentage share of the service charge.**

(If you are wondering whether I have complained against West London County Court and Wandsworth County Court: yes, I have, by sending a letter (29 June 2004) to Lord Falconer of Thoroton QC, and copying Christopher Leslie MP (responsibilities for Court service, etc.) and David Lammy MP (responsibilities for Human Rights, etc)

And what response did I get 2 months later (letter dated 23 August 2004)? A letter of the type I have now become so accustomed to receiving from a government body I have turned to for help: an arrogant, defiant and dismissive letter from Ian Anderson, Head of Customer Service Unit, Court Service which, in addition, in this instance, contains a higher than usual dose of insult to my intelligence).

For more details on events with the LVT, West London County Court and Wandsworth County Court, see my reply to Mr Hutchings. Among others, my reply also includes details of the fact that:

(i) Steel Services eventually opted to totally ignore the LVT determination;
(ii) it appointed Mansells, a new contractor, without issuing a Section 20 notice;
(iii) the cost for the works (apparently) quoted by Mansells is nearly as high as the original amount referred by Steel Services to the LVT for its determination – and there is a clear intent of asking residents for more money for 'these works' at a later stage.

Furthermore, 3 weeks ago I received a demand for £15,500 which includes a *"Brought forward balance"* of £14,452 with no explanation whatsoever. Yet, it is now nearly a year since I paid £6,350 for the 'major works' following an 'offer' by Steel Services and have a Consent Order endorsed by the court on 1 July 2004 to this effect.

The £6,350 I have paid includes the sum £1,735.74 which is not supported by evidence - as Steel Services did not address the lack of specification identified by the LVT and, consequently, I cannot establish what - if any of this amount - I am actually liable for under the terms of my lease.

Nonetheless, I opted to pay the £1,735.74 as it is abundantly clear to me that the system is against me instead of being there to help me.

Why did Steel Services make me an 'offer'? Why did not it instead: (1) revise the specification in light of the LVT determination; (2) issue a Section 20 Notice: (3) provide me with the priced specification; and then (4) demand payment in a manner compliant with the terms of my lease?

I did not want an 'offer'. This is not the basis on which the service charges operate, doing a deal with one resident, another deal with another resident, and so on, and so on.

As I wrote in my 9 August 2003 letter to Judge Wright, West London County Court (which I copied to CKFT): *"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… Nowhere does the lease state that the share of the service charges payable by individual lessees is dependent on their amount of 'backbone' and courage to challenge a demand for money they do not owe… Their resistance to prolonged harassment and intimidation… Their determination to persist in the face of adversity and their ability to handle the resulting torment, anguish and distress"*

As stated in my Witness Statement (under point # 6): *"I have consistently agreed that repair and redecoration works are required at Jefferson House".*

I had hoped that by now common sense would prevail over greed and arrogance - which have been the driving force from day 1 - and that I would be left in peace. Not so. The invoice I received 3 weeks ago is a clear indication that Steel Services i.e. Mr Ladsky et. al want to continue the fight. This leaves me no other option but to continue fighting back, in the process, adopting a strategy which fully reflects the very comprehensive knowledge and understanding I have gained of the environment in which I am operating.

Bearing in mind that West London County Court allowed Steel Services to file just **one claim** against 11 Residents representing 14 flats – thereby making us jointly and severally liable for the claim of £304,293.27- which is wrong – in my reply to Mr Hutchings, I have also included other copies of court documents in my possession. (I had previously provided Mr Hutchings with, among others, copy of some of the court documents). If you want to see other court documents, I suggest you contact the other 10 Residents listed on the (false) claim.

8 ***Your comment:*** *"The DLA also took into account the fact that the landlord said, by letter dated l6 July 2004, that it had supplied the 2002 accounts to you, although it was subsequently noted that you refuted that you had ever received this information"*

What I conclude from this comment is: 'the landlord is telling the truth and I am not'.

I would like to draw your attention to my letter of 25 July 2004 to Mr Hutchings: *"I have received the enclosed letter from Barry Martin, Martin Russell Jones, dated 19 July 2004. As you can see, he claims that they have sent me the 2002 accounts. This is simply not true. Please, believe me: I have not received these accounts. If I had, I would not be wasting your time, nor mine, as well as my money sending you these letters"*

Since 6 June 2004:

- I have written 12 letters to your department, including the 2 letters to Mrs Ritchie.
- I have also written a complaint to the Local Government Ombudsman.
- This correspondence has entailed copying numerous documents comprising of letters, reports, etc.
- In total the amount of photocopies attached in support of my correspondence is in excess of 500 pages.
- The cost of postage is probably nearing £100.
- In total, this correspondence has taken in excess of 150 hours of my life.

Do you actually think that I would be doing this if I had been provided with the accounts? Evidently, my answer is going to surprise you: I can assure you that I have better things to do with my life – and my money.

9 ***Your comment:*** *"In relation to the 2003 accounts, which it was presumed were not considered at the LVT…"*

Same comment as previously: my statutory rights are in no way dependent on the LVT determination. If you wish to maintain that they are, then please, provide me with the evidence.

10 ***Your comment:*** *"…the DLA has taken the initial view that the landlord is technically in breach of his statutory duty to provide a summary of the relevant costs under Section 21 of the Act within the statutory timescales, namely by 25 July 2004".*

"Technically"? Laws are there to regulate various aspects of society. Whoever is concerned by the various laws can, in my view, only find himself / herself in either of 2 situations: abiding the law, or being in breach of it. In my case, Steel Services-MRJ are in breach of section 21 of the L&T 1985 Act by ignoring my numerous requests to be provided with the year-end accounts for 2002 and 2003.

Also, the deadline for issuing the year-end accounts certified by an accountant is 30th June, as the year-end for Jefferson House is 31 December. Section 21 (4) of the L&T 1985 Act requires the request to be complied *"within six months of the relevant period"*.

11 ***Your comment:*** *"...However, at this stage the DLA does not consider it would be in the public interest to prosecute".*

As I previously stated: Isn't it in the public interest to stop individuals from breaking the law?

12 ***Your comment:*** *"The landlord did respond to the request with a letter dated 16 July 2004, explaining that the accounts were with the auditors…"*

Yes, and the date today is **11 November** – **and I still do not have these accounts** – making these more than **5 months** overdue, and the 2002 accounts more than **17 months** overdue.

13 ***Your comment:*** *"…and the DLA has been advised that Mr Hutchings has been in regular phone contact with the landlord (whose demeanour has been cooperative)…"*

If they are so *"cooperative":* how do you explain the above timeframes – and non-compliance to date? It seems to me that you have a most unusual interpretation of the word 'cooperative'.

Actually, I must admit that I do see quite a lot of similarities between your department and Martin Russell Jones, in particular: misinformation (telling me that you could not pursue Steel Services because it is

BVI registered; giving me the same reason in 2002 when I requested your department's assistance in obtaining – as per my statutory rights – the name of the directors for the ownership of Jefferson House); endless excuses and delaying tactics to avoid complying with requests.

14 ***Your comment:*** *"…and who wrote most recently on 12 October 2004, promising that the accounts were in draft form and would be sent to the Council and all lessees shortly".*

We are nearly at the end of 2004!

I also want the year-end 2002 accounts for Jefferson House – and want MRJ to send both sets of accounts to you so that you can forward them to me.

As I wrote in my 25 July 2004 letter to Mr Hutchings: *"As I explained to you in my letter of 22 July, to cut out MRJ's delaying tactics - and lies – can you please be kind enough to ask Barry Martin* ***to send you*** *a copy of what he claims he has sent me – as well as the 2003 accounts. If it is not 'normal' practice for your department to do this, and there is an additional cost as a result, please let me know. This solution will avoid the costs that would otherwise be incurred from going round in circles"*

15 ***Your comment:*** *"In the circumstances, the DLA has suggested that the best approach would be to set the landlord a deadline of 4 p.m. on 29 October to supply the summary of relevant costs for 2002 and 2003. The position should then be reviewed in the light of all the information then available"*

It is now **two weeks** since this deadline – and I still have not received the accounts for 2002 and 2003 – nor have I received any communication from you.

What I want are the year-end accounts – for both years – certified by an accountant.

16 ***Your comment:*** *"The DLA has noted that there is no guarantee that if the Council prosecutes the landlord that the Section 21 summaries will be forthcoming. Therefore, there has been no final decision to proceed or not to proceed".*

I am totally baffled by your comment - and also note your 'safety net /get out clause': "*Therefore, there has been no final decision to proceed or not to proceed*" ('Safety net / get out clause' - my coding for letters I receive from government bodies: a statement on which the sender will subsequently rely upon if I manage to counteract his/her excuses / delaying tactics – and follow this by a complaint. At this point these 'safety net' statements will be brought to the fore along the lines of: *"but we never said that we would not do it and look, here is the proof*!")

17 ***Your comment:*** *"The case is still being investigated and, as stated above, will be reviewed on 29 October. It may well be the case that with further investigation there will be sufficient evidence to provide a reasonable prospect of conviction and that it will be in the public interest to prosecute"*

I view this as another 'get out' clause.

18 ***Your comment:*** *"While I note and regret the fact that you are dissatisfied at the time it is taking for the Council to take action in this case, it should be noted that the prime purposes of the Council's Tenancy Relations Service are the prevention of homelessness and illegal evictions. It is a front line, reactive service and although it has powers of prosecution, it is unlikely to be the first action pursued with regards to any instances of leasehold infringements.*

Another 'get out clause'!

I very strongly resent your value judgment on the merit of my case – especially on limited knowledge. I trust that this letter and my attached reply to Mr Hutchings will enlighten you.

Furthermore, I would remind you that you can claim the costs of prosecution from the landlord.

19 **Your comment:** *"I hope this information clarifies the Council's position for you…However, if you are still dissatisfied with this response, under stage 3 of the complaints process, you can request that your case be reviewed by the Executive Director of Housing & Social Services, Jean Daintith".*

I read and conclude the overall message as:

"Our intention is to not do anything. Although, in case you continue with your complaint we've put enough in our letter to say: but look, we did not say that we would not do it. We just said that we 'might not'. Using, as appropriate, statements from either side of the fence, we are going to string you along and make you go through the loops telling you that if you are not happy with a reply then you should address your complaint to another person, and so on, and so on. That way we are going to buy ourselves a lot more time until, hopefully, we wear you down and you give up -- (as we succeeded in doing with you 2 years ago, including by giving you misinformation)."

The overwhelming evidence for this is that it is now more than 5 months since I contacted your department and the only tangible action to date is a token letter to MRJ and CKFT 4 months ago containing an empty threat. The rest has been misinformation, endless excuses and 'get out clauses'.

Yours sincerely

[redacted]

Noëlle Rawe
A customer of the RBK&C Housing Department

cc. including my reply to Mr John Hutchings, dated 11 N

Mr Jerry White, Local Government Ombudsman
Councillor Shireen Ritchie
Derek Myers, Chief Executive
Gifty Edila, Director of Law & Administration
Jean Daintith, Executive Director of Housing & Social S
Mr John Hutchings, Tenancy Relations Officer