

Mr Patrick Moriarty
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Ms Noëlle Rawé
3 Jefferson House
11 Basil Street
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(By Recorded Delivery)

Your Ref: 04/A/12485/PBM

27 February 2005

Dear Mr Moriarty

Jefferson House – Year end accounts 2002 and 2003

When you phoned me on 1st/2nd February 2005 – because I had not replied to your emails of 13 and 26 January 2005 - I told you that it was now very clear to me that the RBK&C Housing Department was protecting Steel Services.

In support of this, I told you that:

1. In her letter to me dated 16 December 2004 (on which you were copied), Mrs Jean Daintith, Executive Director, Housing & Social Services triumphantly announced that MRJ had told Mr Hutchings that the accounts had been sent which therefore vindicated the Council's stance.

In fact, the following are extracts from Mrs Daintith's letter of 16 December 2004:

"I am aware that these documents have now been received by the Council and have also been sent to all lessees... It is unlikely to be in the public interest to prosecute where the court is likely to impose a nominal penalty and where the defendant has put right the loss or harm that may have been caused... suggest that even if any prosecution had been instigated, the legal process might have taken a much longer time to arrive at what is essentially the same result... 14. The account summaries have now been supplied"

2. I had not received the accounts i.e. for 2002 and 2003.
3. In spite of the detailed, comprehensive evidence I provided to the Council, Mrs Daintith opted to (based on her letter) believe that MRJ had sent me the accounts instead of ascertaining that I had indeed received them.
4. I then told you: *"what would it have cost the Council to enclose a copy of the accounts? Based on previous years, at most it will be c. 4-5 pages for each year"*
5. At this point you replied to me: *"There is no hidden agenda"*. I put it to you that any reasonable people when considering the evidence would conclude otherwise.

1 Enclosures

You told me that you would contact the Council. I then received your letter dated 9 February 2005 with which the following were enclosed:

- A 1 page fax from Mr Barrie Martin, Martin Russell Jones, dated 5 November 2004 addressed to Mr John Hutchings, Tenancy Relations Officer, RBK&C, stating: *"I am pleased to inform*

you that the accountants have now completed the accounts for the year ended 31 December 2003 and have faxed us a copy. We are therefore able in turn to fax you a copy...Copies to all lessees will be sent out to them early next week."

- A 4 page document comprising of:
 - (i) a front cover headed "*Service charges for the year ended 31 December 2003*" and featuring the name of Pridie Brewster Chartered Accountants, Twickenham, dated 5 November 2004
 - (ii) A page of commentary (referred to as page "1")
 - (iii) A page (referred to as page "2") headed "*Service charge expenditure for the year-ended 31 December 2003*"
 - (iv) A page (referred to as page "3") headed "*Contingency Fund for the year ended 31 December 2003*"

- A 4 page document comprising of the same set of pages – as per above – but relating to "*Service charges for the year ended 31 December 2002*" and dated 5 December 2003.

This is the first time that I see any of these documents.

From these enclosures, I note the following:

- Mr Barrie Martin states in his fax that "*Copies to all lessees will be sent out to them early next week*". At the date of writing - which is nearly 4 months since he sent the fax to Mr Hutchings - I have not received a copy of the accounts.

- In his fax, Mr Barrie Martin does not refer to the year end accounts for 2002.
 - ➔ When were they received by Mr Hutchings?
 - ➔ Why were they not sent to me at the time?

- Page "1" i.e. the commentary page for both, the 2002 and 2003 accounts, states: "*...shows how they are reflected in the service charge demands and **specifies the amount payable by each lessee***". (NB: my highlight). This schedule was not enclosed for the 2002 accounts, nor the 2003 accounts.
 - ➔ Why were these schedules not enclosed?

2 Claim that the 2002 accounts could have been provided as part of the LVT proceedings

Under point 9 Mrs Daintith wrote: "*Additionally, it is the view of the DLA that it was quite possible that the accounts, supporting receipts and documentation for the financial year 2002 were provided as part of the proceedings in the LVT. If these documents had been made available as part of the LVT proceedings, then no purpose whatsoever would be served by prosecuting the landlord for breach of its duty under section 21 of the Landlord and Tenant Act 1985*"

Firstly, I note the speculation: "*If they had been provided...*" into which I read a suggestion of dishonesty on my part.

Secondly, no, the 2002 accounts were not provided in the context of the LVT proceedings. And if they had been, they would be wrong because:

- (1) The LVT determination had the effect of reducing the global sum demanded by £500,000.
- (2) Clauses 2.2(d) and (e) of my lease: "*... the lessor shall cause the amount of the service charge payable by the lessee for such financial year to be determined by an accountant... the costs ...shall be deemed to include not only the costs expenses and outgoings which have been actually disbursed incurred or made by the lessor during the relevant year... **but also the sum or sums...***"

of any other costs expenses and outgoings (not being of an annually recurring nature) which the lessor... shall expect to incur at any time after the end of the relevant financial year..."

While section (f) of the same clause states: "... the accountant shall prepare a **written statement containing...together with any future sums indicated by the accountant pursuant to Clause 2 (2) (e)... specifying the amount of the service charge payable by the lessee...."**

Under point 8 of my 11 November 2004 letter to Mr Hutchings I stated that "*the 2001 accounts (of which I provided a copy) do not include costs the lessor "shall expect to incur at any time after the end of the relevant financial year... by way of provision for expected future costs expenses and outgoings..." Yet, the original service charge of £14,400 demanded of me is dated 17 July 2002"*

Not only is there a breach of my lease, **there is also a breach of Section 21(5) of the L&T Act 1985:** "*The summary shall set out the costs in a way showing how they are or will be reflected in demands for services charges"*

Likewise, the same breaches have been committed in relation to the 2003 accounts.

Furthermore, **the 2003 accounts do not reflect the LVT determination of 17 June 2003** which had the effect of reducing the global sum demanded of £736,206 by nearly 70% to £235,946. (NB: This amount includes using the contingency fund of £140,977 which, to quote from the LVT determination, under point 63: "*...the Tribunal considers it inequitable that this fund should not be used in part to fund the works"*. Because I had a letter from Ms Hathaway dated 7 June 2001 specifically stating that the fund would be used as contribution, Mr Ladsky et. al 'eventually' took full account of it in the 'offer' to me of 21 October 2003).

Under point 5 of her letter Mrs Daintith states: "*The Council is the prosecuting authority for contraventions of the Landlord and Tenant Act 1985..."*

➔ How come that the Council has failed to spot the aforementioned contraventions?

3 Claim of insufficient evidence

Mrs Daintith's claims under point 7: "*There has been no reluctance on the Council's part to assist you in obtaining the summary of relevant costs for the 2002 financial year. While the Council does not doubt your claim of not having received these documents as per your request to the landlords Under Section 21 of the Landlord and Tenant Act 1985, equally the Council had no reason to doubt that this information had not been provided to you by the landlord as they have claimed. Without more evidence that would prove the case beyond reasonable doubt, it was not possible for the DLA to advise that it had reasonable prospects of securing a conviction"*

While under point 4, Mrs Daintith wrote: "*On 3rd September 2004, the DLA advised Mr Hutchings that there was a lack of information which made it very difficult to decide whether or not a prosecution should be brought... And under point 17: "I can only reiterate that at the time the evidence was examined by the DLA, they were of the opinion that there was insufficient evidence to justify a prosecution"*

By 3rd September 2004, I had supplied a total of **63 copies of documents** I had attached to my 4 letters to Mr Hutchings, as well as my 30 August letter to Councillor Ritchie (which included copies of documents already sent to Mr Hutchings) (see attached appendix for details).

With my 1st letter to Mr Hutchings (addressed to Mr McDougall, ex. Tenancy Relations Officer), dated 6 June 2004, I enclosed a copy of my 19 May 2004 letter to MRJ, stating: "*I am attaching the letter I sent to Martin Russell Jones on 19 May 2004 (to which I have not received a reply) as it details the history of my requests for this*

information. Please, let me know if you require copy of this correspondence"

My offer was not taken up. Nonetheless, with my 25 June 2004 letter to Mr Hutchings I attached 21 enclosures. These included, among others, my Witness Statement and various court proceedings related documents.

With my 2 July 2004 letter to Mr Hutchings I enclosed a further 6 documents relating to correspondence to MRJ and the court. And with my letter of 6 August 2004, I enclosed 2 additional documents.

With my letter to Councillor Ritchie of 30 August 2004, I enclosed a total of 42 enclosures.

My objectives in sending these documents were to not only prove that I had requested the accounts on numerous occasions, but also to highlight a history of deceit – including of the Council - by Ms Hathaway and CKFT (events with Mr McDougall).

Considering all the evidence I had supplied by then, under point 4 Mrs Daintith wrote that by 3rd September 2004: "*Mr Hutchings was at that time still hopeful that Martin Russell Jones would provide the information you sought*".

She also stated: "*Mr Hutchings was acting in good faith and was trying to obviate the need for you personally to have to provide copies of what transpired to be a substantial number of documents*". The preceding sentence reads: "*the DLA advised Mr Hutchings that there was a lack of information*".

Hence, having been told that there was "*lack of information*", Mr Hutchings decides, 'out of consideration', that he should not trouble me with providing copy of whatever document/s the DLA felt it required – and this in the context of the fact that, by then, I had – without being asked - already provided some 150 pages of documents clearly demonstrating that I was happy to supply whatever was required.

The DLA's position of "*lack of information*" was only raised following my engaging in more correspondence with Councillor Ritchie and Mr Wild, as well as filing a complaint with your Office. In fact, having apparently been informed by the DLA of the "*lack of information*" at the beginning of September, Mr Hutchings waited until 25 October 2004, i.e. nearly 2 months, to ask me for copy of documents.

4 Claim of inappropriate information being supplied

Towards the end of her letter Mrs Daintith states that: "*...officers have on occasions experienced difficulty and spent disproportionate amounts of time in trying to identify salient points relevant to the Council's remit in some of your submissions (I would cite as an example here your 42 page letter to Mr Hutchings of 11 November)... related matters about which you have gone into much detail, would be better pursued through the LVT or the County Court*"

The reason I provided all of this information was because of the request from Mr Hutchings. He asked me for, among others:

1. Copies of the pleadings
2. Copy of the final order
3. Final hearing date at Wandsworth County Court

In relation to item #1, there were several 'pleadings' subsequent to the false county court claim filed on 29 November 2002. These had to be provided as they conclusively demonstrated that it was a false claim. Ditto with items #2 and #3 – I had to explain events – as well as substantiate them.

Without this information, the Council would have had an erroneous understanding of the case. Evidently, it would have been happier with that. Being provided with the facts (substantiated by some 130 enclosures) made it 'potentially' more difficult to use what is no doubt one of the 'standard

responses': *"we had no reason to disbelieve the landlord/ its agents"*. 'Potentially' as it did not stop Mrs Daintith from using this.

The evidence contained in my 11 November 2004 reply to Mr Hutchings highlights deceit, fraudulent acts, blackmail, extortion, false statements made to a court by Ms Hathaway, MRJ and Ms Salim, CKFT – under a 'Statement of Truth'. (Pre September enclosures also demonstrated these)

In addition, there is also e.g. my 22 July 2004 letter to Mr Hutchings: *"When we spoke on Monday (ie. 19 July 2004) you told me that Mr Barry Martin, Martin Russell Jones, had contacted you by phone (?) / letter (?) to say that he had sent me a copy of the 2002 year-end accounts for Jefferson House. Please, note that, at the date writing i.e. 4 days later I still have not received a copy".* And my 25 July 2004 letter to Mr Hutchings: *"I have received the enclosed letter from Barry Martin dated 19 July 2004. As you can see, he claims that his firm has 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"*.

In spite of all of this, in her letter of 16 December 2004 Mrs Daintith states: *"...the Council had no reason to doubt that this information had not been provided to you by the landlord as they have claimed... The attitude of the Landlord and/or his agents is a factor that needs to be taken into account in deciding whether or not it is in the public interest to proceed to prosecution..."*.

5 The series of 'justifications' for not prosecuting

Under points 5 and 6 Mrs Daintith wrote: *"The Council is the prosecuting authority for contraventions of the Landlord and Tenant Act 1985 and it considered prosecuting in this case. It could have resulted in a prosecution but in this case it did not...It is unlikely to be in the public interest to prosecute where the court is likely to impose a nominal penalty and where the defendant has put right the loss or harm that may have been caused"*

Being informed – by means of numerous letters over a 5 month period - that supply of year-end accounts by a landlord-his agent is more than a year overdue is evidently not considered as a *"contravention"* of the L&T 1985 Act by the Council. Well, at least, not in the case of Steel Services i.e. Mr Ladsky et.al. I wonder what it is that sets Mr Ladsky et. al. apart from e.g. the landlord in the Regina v Brimtal Ltd (1993) case where the RBK&C prosecuted the landlord of Petersham House for failing to supply accounts.

Oh, but of course: the DLA determined that there was *"lack of information"* and, in addition, as stated under point 6 of Mrs Daintith's letter: *"The DLA advised that in this particular case, the evidential test was not satisfied when they examined the paperwork that had been presented and, therefore decided that it was not right to prosecute"*.

In June-July, the story from Mr Hutchings for not taking action included the *"need to retrieve my file from archive"*. And then the easy way out of apparently believing what Mr Barrie Martin claimed.

In August, the lack of action was attributed by Mr Hutchings to the Council: *"cannot issue proceedings against Steel Services to obtain the year-end accounts for Jefferson House because it is domiciled in the British Virgin Islands (BVI)"*. I proved this to be misinformation.

While lack of action in September and October was subsequently attributed to *"lack of information"*, at the beginning of October the next excuse, contained in Councillor Ritchie's letter of 5 October 2004, was: *"it is highly likely that the statutory time limit in*

respect of the request for the 2002 accounts has expired and that no prosecution can be brought" – which, as in the case of the 'BVI domiciled excuse' of August 2004, I yet again proved was misinformation.

Might it actually be the case that the Council had been provided with the 2002 for some time? As stated at the beginning of my letter, Mr Barrie Martin only refers to the 2003 accounts in his 5 November 2004 fax to the Council.

And you expect me to believe that *"there is no hidden agenda"*?

6 My experience with you

To all of this must be added my experience with you. In particular:

In your 5 October 2004 reply to my complaint you stated that you had sent a copy of my complaint to the Council and: *"For the moment you need take no further action on your complaint. Once the Council has considered your complaint, if you are still unhappy, please send me the papers and say why you are dissatisfied... If I do not hear from you within the next 8 weeks, I will write to you again to see if you are satisfied with the outcome"*

I found the 8 week grace period exceptionally generous given that by the time you wrote the letter exactly 4 months had elapsed since I had first approached the Housing department. This led me to explore where exactly the LGO fitted within the government organisational structure. I communicated my findings to you in my covering letter of 11 November 2004 with which I enclosed my reply to Mr Wild and Mr Hutchings, as well as enclosures.

In this letter I wrote: *"It is now more than 5 months since I first contacted the RBK&C Housing Department for assistance in obtaining the 2002 and 2003 year-end accounts for Jefferson House. The amount of time that has elapsed, as well as the content of the 15 October 2004 letter from Mr Gerald Wild, Chief Housing Officer, lead me to the crystal clear conclusion that the department does not intend to assist"*.

On 16 November 2004 you sent an email to Ms Edila, Director of Law and Administration, RBK&C, and Mr Morcom, RBK&C (NB: role unknown) in which you stated, among others, that: *"We will treat this as a new complaint which will be registered in due course... There is presently a six week delay in allocating complaints..."*. It was clear to me that I was the 'true' addressee for this email.

I replied that given the contents of your letter of 5 October, I assumed that an error had been made.

To this you replied on the same day: *"No the statement you quoted is not an error...It seemed to me your letter [i.e. of 11 November] was an expression of dissatisfaction with the Council's response... For that reason I decided that your letter be registered as a new complaint (which it must be as your old complaint is closed)"*. How could you justify doing this given the contents of your 5 October letter? You then concluded by stating *"... I cannot confirm at this stage that your complaint will be pursued or what further action will be taken"*.

As I wrote in my 22 November 2004 letter to Mrs Ann Abraham, Parliamentary Commissioner for Administration: *"Not surprisingly this [my letters of 11 November 2004] did not go down well. The outcome is that 'Big Brother' has decided to punish me for being an insolent, daring nobody"*.

And, in relation to your 16 November 2004 email, I wrote in my letter to Mrs Abraham: *"Translation: Damn you woman! If you think you are going to outsmart us, you won't. We'll do exactly as we planned to do all along: ignore your request for assistance"*

Given your November correspondence, your sudden keenness to now assist me leads me to conclude that my letter to Mrs Abraham has somehow made its way to you.

Yes Mr Moriarty, there is a hidden agenda which is now very clear to me: a dictate that landlords are sacrosanct and, quite clearly, some more so than others. While, as a result of my horrendous nightmare experience now going into its 4th year, I firmly believe that the leasehold system must be abolished, I would suggest that, at a minimum, some discretion is used in implementing the dictate from the top. The benefit of doing this ought to be obvious to those with the most at stake.

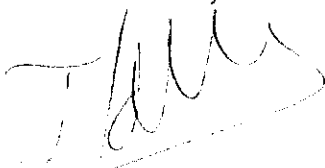
My experience with the Council and your Office has cost me some 250 hours of my life. Based on a 7 hour day this is equivalent to 35 days. Not to mention other costs.

And after all of that, I have accounts that are not compliant with my lease, nor the L&T Act 1985 – and have been sent by a government department which describes itself as being *"the prosecuting authority for contraventions of the Landlord and Tenant Act 1985"*.

No point asking what action is going to be taken so that people do not have to go through the experience I have gone through with the Council (and your Office). Aside from a change in the dictate, a change in attitude from internally focused to 'customer centric' is also required.

The government would like the public to believe that 'customer orientation' is the new 'mot d'ordre' for government departments. Quite clearly, this message has yet to filter down to Kensington & Chelsea Housing Department. Indeed, in her letter of 16 December 2004, Mrs Daintith makes it clear that improvements in the service provided by her department are not on the agenda: *"To create one central manual containing a "comprehensive repository of lessons learnt from previously identified failings" of this or any other local housing departments as you suggest would be both impractical and unworkable"*.

Yours sincerely



Noëlle Rawé
cc. :

Jean Daintith, Executive Director of Housing & Social Services
Mr Gerald Wild, Chief Housing Officer
Councillor Shireen Ritchie
Derek Myers, Chief Executive
Gifty Edila, Director of Law & Administration
Mr John Hutchings, Tenancy Relations Officer

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Building name or number and street	10 SPENCER HALLWAY TOWER, HALLWAY
Postcode complete in full	London SW1P 4LP

Reference **DP 1469 8800 5GB**

barcode label to top left of package

List of documents supplied to the Housing Department by 3 September 2004

Enclosures with my letter of 6 June 2004 to Mr McDougall – forwarded internally to Mr Hutchings

1. My letter to Martin Russell Jones dated 19 May 2004 (detail of previous requests)

Enclosures with my letter of 25 June 2004 to Mr Hutchings

2. My Witness Statement, dated 19 October 2003
3. My Draft Supplemental Witness Statement – not dated
4. My Notice of Acceptance to CKFT, dated 19 December 2003 – as well as covering letter
5. My letter of 26 May 2004 to CKFT, with Consent Order
6. Consent Order from CKFT (sent in a correspondence dated 27 April 2004)
7. Letter from CKFT, dated 28 May 2004
8. My letter to CKFT, dated 8 June 2004
9. Letter from CKFT, dated 15 June 2004
10. Invoice from Martin Russell Jones, dated 24 May 2004
11. Details of claim against me court by Steel Services on 27 November 2002
12. West London County Court 'General form of judgment or order', dated 8 June 2004
13. Notice of transfer of Proceedings, dated 9 June 2004
14. My letter to West London County Court, dated 20 June 2004
15. My letter to West London County Court, dated 22 June 2003
16. Letter from CKFT, dated 25 June 2003
17. My calculation of the impact of the 17 June 2003 LVT determination on my share of the costs
18. Martin Russell Jones' 'Major works apportionment 24 June 2002', covering 6 flats
19. Martin Russell Jones' 'Major works apportionment 24 June 2002', covering the 35 flats
20. My calculations of the impact on the whole block of the reductions detailed by Martin Russell Jones
21. Steel Services offer to me, dated 21 October 2003

Enclosures with my letter of 2 July 2004 to Mr Hutchings

22. My letter to MRJ dated 15 May 2003
23. My letter to MRJ dated 1 June 2003
24. My letter to MRJ dated 6 July 2003
25. My letter to District Judge Wright West London County Court dated 9 August 2003
26. Letter from MRJ to me dated 19 August 2003
27. My letter to MRJ dated 31 December 2003

Enclosures with my letter of 6 August 2004 to Mr Hutchings

22. Claim by Steel Services in West London County Court, dated 29 November 2002
23. General Form of Judgment or Order, West London County Court, dated 25 June 2003

Enclosures with my letter of 30 August 2004 to Mrs Ritchie

22. Land Registry, Title # NGL373 333, Leasehold owner, Steel Services Limited, dated 26 April 2004
23. Land Registry, Title # 69051, Freehold owner, Jefferson House Limited, dated 26 April 2004
24. Land Registry, Title # 101 949, Freehold owner, Jefferson House Limited, dated 26 April 2004
25. Land Registry, Title # 69437, Freehold owner, Jefferson House Limited, dated 26 April 2004
26. Land Registry, Title # 69051, Freehold owner, Jefferson House Limited, dated 26 March 2002
27. Land Registry, Title # NGL 373 333, Leasehold owner, Steel Services Limited, dated 26 March 2002
28. British Virgin Islands, Company Register, Steel Services Limited, IBC # 199 568, dated 23 April 2004
29. British Virgin Islands, Company Register, Jefferson House Limited, IBC #227649, dated 23 April 2004
30. Extracts from LVT determination, Ref LVT/SC/oo7/120/02, dated 17 June 2003
31. Claim Form, Central London County Court, Claimant Steel Services Limited, dated 26 February 2002
32. Letter from Mr Sandy McDougall, Tenancy Relations, RBK&C, to Ms Joan Hathaway, Martin Russell Jones, dated 8 January 2002
33. Letter from Nucleus, Citizen Advice Bureau to Ms Joan Hathaway, Martin Russell Jones, dated 5 November 2001
34. Letter from Ms Joan Hathaway, Martin Russell Jones, to Nucleus, dated 7 November 2001
35. Letter from Ms Joan Hathaway to Mr McDougall, dated 14 January 2002

36. British Virgin Islands, Company Register, F.M.C. Limited, Local Co. No. 4344
37. Letter from Saxon Law to Ms Hathaway, dated 23 January 2002
38. Letter from Mr McDougall to me, dated 1 February 2002
39. Letter from Mr McDougall to LEASE, dated 3 April 2002
40. Letter from Ms Jennifer Braithwaite, LEASE, to Mr McDougall, dated 25 February 2002
41. Letter from Mr McDougall to Ms Hathaway, dated 5 March 2002
42. Letter from Mr McDougall to Cawdery Kaye Fireman & Taylor, dated 29 July 2002
43. Letter from CKFT to Mr McDougall, dated 2 August 2002
44. British Virgin Islands, Company Register, Steel Services Limited, IBC # 199 568, dated 8 August 2004
45. Letter from Mr McDougall to Ms Hathaway, dated 3 September 2002
46. Letter from Mr McDougall to Companies House, dated 8 October 2002
47. Letter from Mr McDougall to Ms Hathaway, dated 8 October 2002
48. Letter from Ms Hathaway to Mr McDougall, dated 21 October 2002
49. Letter from Mr McDougall to me, dated 25 October 2002
50. Letter from Mr McDougall to Ms Hathaway, dated 23 October 2002
51. Email from Mr McDougall to me, dated 5 November 2002
52. My letter to Mr McDougall, dated 6 June 2004
53. My letter to Ms Hathaway, dated 19 May 2004
54. My letter to Mr Hutchings, Tenancy Relations Officer, dated 22 June 2004
55. My letter to Mr Hutchings, dated 25 June 2004
56. Letter from Mr Hutchings to Ms Hathaway, dated 25 June 2004
57. My letter to Mr Hutchings, dated 2 July 2004
58. Letter from Mr Barry Martin, Martin Russell Jones, dated 16 July 2004
59. Letter from Mr Barry Martin to me, dated 19 July 2004
60. My letter to Mr Hutchings, dated 22 July 2004
61. My letter to Mr Hutchings, dated 25 July 2004
62. Claim by Steel Services in West London County Court, dated 29 November 2002
63. General Form of Judgment or Order, West London County Court, dated 25 June 2003