

MARTYN GERRARD

SALES • LETTINGS • COMMERCIAL

BLOCK MANAGEMENT DEPARTMENT

Martyn Gerrard House, 197 Ballards Lane, Finchley, London N3 1LP

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www.martyngerrard.co.uk

"50 years of fulfilling dreams"

Ms N Y S Klosterkotter-Dit-Rawe
3 Jefferson House
11 Basil Street
London
SW3 1AX

Our ref: : SV/12820

22 December 2014

Dear Ms N Y S Klosterkotter-Dit-Rawe,

RE: 3 Jefferson House 7-13 Basil Street

Please find enclosed an invoice labeled "Request for Payment" in this instance identifying a surplus for your portion of the budget for the last Service Charge period based on the actual expenditure.

This credit represents unspent money budgeted for the last service charge period which we shall use to offset against the monies due on your account for the forthcoming/ current service charge period.

Please find also enclosed Year End accounts for 2013, to keep for your own records.

Should you have any queries please do not hesitate to contact us, at the numbers on the letter head.

Yours sincerely,

Sasha Vrba

Management Assistant

Block Management Department

MARTYN GERRARD ESTATE AGENTS

bm@martyngerrard.co.uk

See my assessment of these "professional" memberships and awards



Martyn Gerrard

197 Ballards Lane Finchley Central London N3 1LP
T: 020 8343 4340 F: 020 8343 1470

Ms N Y S Klosterkotter-Dit-Rawe
3 Jefferson House
11 Basil Street
London
SW3 1AX

Tenancy Code: 12820
Invoice Date: 22-12-2014
Ref: 10284

Request for Payment

Re: 3 Jefferson House 7-13 Basil Street London		Net	VAT	Gross
01-01-2013	SC ADJ Y/E 2013 Sch 1 for the period 01/01/2013 to 31/12/2013	-229.22	0.00	-229.22
01-01-2013	SC ADJ Y/E 2013 Sch 2 for the period 01/01/2013 to 31/12/2013	-143.12	0.00	-143.12
Total Amount		-372.34	0.00	-372.34
Arrears as at 22/12/2014				41188.79
Total Amount Due				40816.45

PLEASE MAKE CHEQUES PAYABLE TO:- "MARTYN GERRARD"

**Please note payments not received within 14 days will automatically incur a Late Payment charge of £30.00.
Each and every time it is necessary for us to chase payment you will incur a further Administration cost of
£60.00**

NOTICE IS HEREBY GIVEN pursuant to the Landlord and Tenant Act 1987 Section 48 that all notices (including notices in proceedings) may be served upon the Landlord:

Greyclide Investments Ltd, Martyn Gerrard House, 197 Ballards Lane, Finchley, London, N3 1LP

1. **THE "REQUEST FOR PAYMENT"**

(If the linked PDF documents don't open, try with: 

1.1. "Service charge adjustment, year-end 2013 – Less 372.34"

As I am not wasting my time to look at the attached so-called "2013 accounts", which, by implication, are FRAUDULENT – to see whether they 'might' explain "the reductions"...

...I just draw attention to the fact that the total demanded "for 2013" was: £1,136.97 (MG # 9) + £1,136.96 (MG # 13) (in both instances, **without any supporting data**...to this day) = **£2,273.93**

Amazingly, "**the revised amount for year 2013**" is now "**£1,901.58**" (£2,273.92 - £372.34)

Contrast that with the **£3,468** demanded in the **previous 2 years**: **16.02.11 (MG # 2)**, and **12.01.12 (MG # 5)**.

1.2. "Arrears as at 22/12/2014 - £41,188.79"

(1)- The first thing to note is that **10 MONTHS** on, the "**RICS and ARMA regulated**" **Martyn Gerrard** has **CONTINUED to IGNORE** my **10.02.14** document.

In fact, by the end of 2015 i.e. **21 months later** – its ONLY 'response' has been to add to the fraudulent demands and concurrent regime of **criminal psychological harassment**.

It endorses undeniably the content of my document (MG # 19), as well as my conclusions as to its (and supporters) sinister Machiavellian plan (MG # 17).

(2)- **I do NOT know how the sum of £41,188.79 is arrived at**, as:

- the last demand was the **27.01.14** 'reminder' **for £39,929.89 (MG # 19)**, that was followed by...
- ...the **16.06.14** demand for ground rent (24Jun-24Dec14), in which the **same amount of £39,929.89** was repeated (MG # 22)
- I did **not** receive a demand for the second half of 2014.

Relative to these last 2 demands, this latest one represents **an increase of £1,258.91**. **'ACCOUNTING FOR'?**

I ASSUME: "**£958.91 for the 2nd half of 2014**" (MG # 17) – and £300 for the Jun14 ground rent.

2. "**THE 2013 ACCOUNTS**" (from next page)

These so-called "**Service charge statement for 2013**" (also described as) "**service charge accounts**", produced again by **ERRINGTON LANGER PINNER**, yet again, **for an UNNAMED party** - are, like those it produced "**for 2012**" (MG # 15), **NOT compliant with my Lease**...

...- thereby **implying**, yet again, **that they are also FRAUDULENT** - and in relation to which **it yet again LIED** by claiming that it followed the **ICAEW's TECH 03/11** – as it **very clearly states that the requirements of the Lease take precedence**.

HENCE: as in the case of the so-called previous "accounts", I repeat: that I am not wasting my time looking at them; ALL of my other Comments under **MG # 15** - as they apply equally.

= **CONTINUATION** of **Errington Langer Pinner being in cahoots with the Ladsky mafia to add to the criminal psychological harassment regime through provocation** = yet more "**contributions**" from them (Theresa May, Home Secretary, # 3.1(5)). Gosh, am I blessed!

Of course, the evil, racketeering mafia has since continued having fun e.g. **08.10.15** demand

- Service Charges - Summary of tenants' rights and obligations

- 1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
- 2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, improvements, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- 3) You have the right to ask a First-tier Tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine-
 - who should pay the service charge and who it should be paid to;
 - the amount;
 - the date it should be paid by; and
 - how it should be paid.

NOT in my Lease!

However, you do not have these rights where-

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; or
 - a matter has been decided by a court.
- 4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - 5) Where you seek a determination from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to a hearing, a hearing fee, unless you qualify for a fee remission or exemption. Making an application may incur additional costs, such as professional fees, which you may also have to pay..
 - 6) The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.
 - 7) If your landlord-
 - proposes works on a building or any other premises that will cost you or any other tenant more than £250, or
 - proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period,
 - your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or the First-tier Tribunal has agreed that consultation is not required.
 - 8) You have the right to apply to the First-tier Tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.
 - 9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must-
 - cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
 - cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.

The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

- 10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.
- 11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.
- 12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case."

(Sent with 22 Dec 14 letters)

Name of landlord?

JEFFERSON HOUSE, 11 BASIL STREET,
LONDON SW3

SERVICE CHARGE STATEMENT

FOR THE YEAR ENDED 31 DECEMBER 2013

The **SAME COMMENTS** apply to these so-called "*Service charges statement for 2013*" (also described as) "*service charge accounts*", produced by ERRINGTON LANGER PINNER, as to those it produced "*for 2012*":

- (1)- **CONTINUATION of producing "*accounts*" that are NOT compliant with my Lease - and by implication: **FRAUDULENT.****
- (2)- In the process, **CONTINUATION OF LYING** by claiming that it followed the ICAEW's TECH 03/11 - as it very clearly states that **the requirements of the Lease TAKE PRECEDENCE.**
- (3)- **CONTINUATION of producing "*accounts*" WITHOUT giving the landlord's name.**

= **CONTINUATION of ERRINGTON LANGER PINNER being in cahoots with the Ladsky mafia...**
...with the objective of adding to the criminal psychological regime through provocation.

HENCE:
As in the case of the "*2012 accounts*" I am **NOT** wasting my time looking at them - and **REPEAT** all of my Comments under Martyn Gerrard # 15 - as they apply equally.

JEFFERSON HOUSE, 11 BASIL STREET, LONDON SW3

Landlord name?

**SERVICE CHARGE STATEMENT TO THE LESSEES
FOR THE ACCOUNTING YEAR ENDED 31 DECEMBER 2013**

Accountant's report of factual findings to the Landlord of Jefferson House, 11 Basil Street, London SW3.

You have stated that an audit of the service charge accounts in accordance with International Standards on Auditing is not required under the terms of the residents leases for Jefferson House, 11 Basil Street, London SW3.

In accordance with our engagement letter, we have performed the procedures agreed with you and enumerated below with respect to the service charge statement of account set out in this document in respect of Jefferson House, 11 Basil Street, London SW3 for the year ended 31 December 2013 in order to provide a report of factual findings about the service charge accounts that you have issued.

This report is made to the Landlord for issue with the service charge accounts in accordance with the terms of our engagement. Our work has been undertaken to enable us to make this report to the Landlord and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Landlord for our work or for this report.

Basis of report

Our work was carried out having regard to TECH 03/11 "Residential Service Charge Accounts" published jointly by the professional accountancy bodies with ARMA and RICS. In summary, the procedures we carried out with respect to the service charge accounts were:

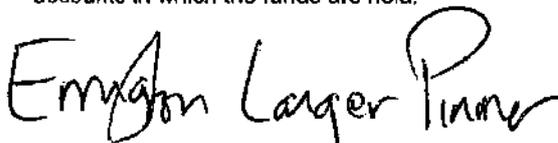
1. to check whether the figures contained in the accounts were extracted correctly from the accounting records maintained by or on behalf of the Landlord;
2. to check, based on a sample, whether entries in the accounting records were supported by receipts, other documentation or evidence that we inspected; and
3. to check whether the balance of service charge monies for this property agreed or reconciled to the bank statements for the accounts in which the funds are held.

Because the above procedures do not constitute either an audit or a review made in accordance with International Standards on Auditing (UK and Ireland) or International Standards on Review Engagements, we do not express any assurance on the service charge accounts other than in making the factual statements set out below.

Had we performed additional procedures or had we performed an audit or review of the financial statements in accordance with International Standards on Auditing (UK and Ireland) or International Standards on Review Engagements, other matters might have come to our attention that would have been reported to you.

Report of factual findings:

- (a) With respect to 1 we found the figures in the statement of account to have been extracted correctly from the accounting records.
- (b) With respect to 2 we found that those entries in the accounting records that we checked were supported by receipts, other documentation or evidence that we inspected.
- (c) With respect to 3 we found that the balance of service charge monies for the property shown in these service charge accounts agrees or reconciles to the bank statements for the accounts in which the funds are held.



Errington Langer Pinner
Chartered Accountants

Date

9 December 2014

Pyramid House
956 High Road
Finchley
London N12 9RX

JEFFERSON HOUSE, 11 BASIL STREET, LONDON SW3

**SERVICE CHARGE INCOME AND EXPENDITURE ACCOUNT
FOR THE ACCOUNTING YEAR ENDED 31 DECEMBER 2013**

	2013		2012	
	£	£	£	£
Expenditure relating to the period				
Schedule 1				
Buildings repair and maintenance				
General and cleaning	22,259		14,819	
Lift	6,679		2,058	
Entryphone	5,316		4,836	
Pest control	3,330		2,700	
Gardening	3,467	41,052	1,933	26,346
Utilities				
Electricity	2,779		12,134	
Less: Recovered from lessees	(5,995)	(3,216)	(28,980)	(14,846)
Administration				
Management fees	15,000		15,000	
Accountancy	2,280		2,485	
Legal and professional fees	1,200	18,480	600	18,085
Insurance		17,595		20,561
Porter's expenses:				
Porterage services		27,128		27,459
Rent		5,500		5,500
Telephone		203		419
		106,742		83,524
Schedule 2				
Boiler repairs and maintenance		2,198		3,578
Gas		487		-
Total service charge costs		109,425		87,102
Contributions transferred to/(from) net funds		(40,140)		111,756
Total expenditure		69,285		198,858
Less:				
Service charges demanded on account for the period	130,071		197,720	
Service charge adjustment	(80,936)		-	
Administration fees demanded	-		300	
Lessee retention written off	-		660	
Bank interest received	150	(69,285)	178	(198,858)
(Surplus)/deficit to be retained/collected		-		-
(Surplus)/deficit at start of period		-		-
(Surplus)/deficit at end of period		-		-

JEFFERSON HOUSE, 11 BASIL STREET, LONDON SW3

**BALANCING STATEMENT
AS AT 31 DECEMBER 2013**

	2013		2012	
	£	£	£	£
Assets				
Arrears owed by lessees	24,982		129,020	
Other debtors	22,302		-	
Sums paid in this period but relating to subsequent period	20,628		18,021	
Net bank balances held	(3) 418,488	486,400	386,058	533,099
Less:				
Liabilities				
Matched lessees deposits held	49,277		32,051	
Advance ground rent demanded	-		8,800	
Other creditors	510		-	
Due to freeholder	25,938		33,188	
Unallocated receipts	-		452	
Costs relating to the period but not yet paid	9,134	(84,859)	18,927	(91,417)
Net assets		401,542		441,682
Net funds				
Balance brought forward from 1 January 2013		441,682		329,926
Transfer from service charge account during the year		-		111,756
Less:				
Transfer to service charge account during the year		(40,140)		-
Balance at 31 December 2013	(4)	401,542		441,682

JEFFERSON HOUSE, 11 BASIL STREET, LONDON SW3

**FUND RECONCILIATION
FOR THE YEAR ENDED 31 DECEMBER 2013**

	2012		2012	
	£	£	£	£
Net funds b/fwd		441,682		329,927
Lessee arrears b/fwd		(129,020)		(96,779)
		<u>312,662</u>		<u>233,148</u>
Received from lessees:				
In relation to arrears	129,020		96,779	
In relation to current year	<u>47,818</u>	176,838	<u>97,955</u>	194,734
		<u>489,501</u>		<u>427,882</u>
Expenditure less sundry income		(112,940)		(115,220)
		<u>376,561</u>		<u>312,662</u>
Lessee arrears c/fwd		24,982		129,020
Net funds c/fwd		<u><u>401,542</u></u>		<u><u>441,682</u></u>

JEFFERSON HOUSE, 11 BASIL STREET, LONDON SW3

NOTES TO THE SERVICE CHARGE ACCOUNTS FOR THE YEAR ENDED 31 DECEMBER 2013

1. Accounting policies

The accounts are prepared on the accruals basis.

2. Tax provided on bank interest received

A Service Charge Trust has been established by Section 42 of the Landlord and Tenant Act 1987. Interest earned on service charge monies held on deposit is taxable at the basic rate of income tax. The rate of tax applied to any interest received during the year was 20% (2012 - 20%).

3. Bank account

Service charge money was held in trust at National Westminster Bank plc, Harrow Town Centre Branch, 315 Station Road, Harrow, Middx HA1 2AD, under the following title and account number:

The North London Network Ltd Re BIC NWBK GB 2L

85806072

4. Reserves

The reserve fund has been established to provide funds in order to pay for major repairs which are expected to arise in the future. The present level of the fund may prove insufficient, given the uncertainty as to when such costs may arise.

Any shortfall in this fund resulting from expenditure incurred will be charged to the income and expenditure account in that year.