



BLOCK MANAGEMENT DEPARTMENT
Martyn Gerrard House, 197 Ballards Lane, Finchley, London N3 1LP
T: 020 8343 4340 ext 4 E: bmg@martyngerrard.co.uk
DX 57278 Finchley 2 www.martyngerrard.co.uk

S

"50 years of fulfilling dreams"

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

Rcvd

= CONTINUATION of the ongoing criminal psychological harassment by the extremely sick, very seriously mentally deranged Martyn Gerrard (See my attached Comments) (2 days later, it followed it with the 08.10.15 fraudulent demand "for service charges")

06 October 2015

Our Ref: SV/12906

(It first started making the below statements, 4 years ago, in its 23.06.11 fraudulent demand).

Dear Ms Klosterkotter-Dit-Rawe,

**RE: 3 Jefferson House - Electric 7-13 Basil Street SW3 1AX
ELECTRICITY**

Please find enclosed our "Request for Payment" for the Electricity for period 24/06/2015 – 30/09/2015.

To further assist you we are able to take payment from you over the telephone using your Debit card alternatively you can make online payment directly to: NatWest Bank, Harrow Town Centre, Sort Code: 60-10-10, Acc. Number: 85806072, Acc. Name: 72 Client Account.

Should you choose to pay directly into our bank account please ensure you use first line of the property address with wording 'electrics' as your reference, in order for us to allocate your money correctly.

Please note that the payment is due 14 days from date of this letter and should we not hear from you, you will be automatically charged the Late Payment Fees.

However, we are sure you will make every endeavour to ensure that the payment is with us by return.

Yours sincerely

Definitely another one who specialises in criminal psychological harassment. (Previous demands: 31.03.14 ; 10.07.15)

Roshane Dias
MARTYN GERRARD ESTATES AGENTS
blockmanagement@martyngerrard.co.uk

Encl.

See the last document in this pack for my assessment of these decorations



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: 12906
Invoice Date: 05-10-2015
Ref: 1883

See my attached Comments

Request for Payment

Re: 3 Jefferson House - Electric 7-13 Basil Street London	Net	VAT	Gross
24-06-2015 Electrics 24/6/15 - 30/9/15 for the period 24/06/2015 to 30/09/2015	16.81	0.00	16.81
Total Amount	16.81	0.00	<u>16.81</u>
Arrears as at 05/10/2015			<u>553.82</u>
Total Amount Due			<u><u>570.63</u></u>

**Number of
units alleged
to be used?
NOT supplied!**

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

- 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. **My Lease does NOT state that I have to pay FRAUDULENT "service charges"**
- 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. **NOR that I have to pay for 'improvements' - Extracts**
- 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.**That will help the landlord rip you off...BIG TIME!**

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- **My Lease REQUIRES the landlord to automatically issue me with ("certified") accounts**
 - 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.

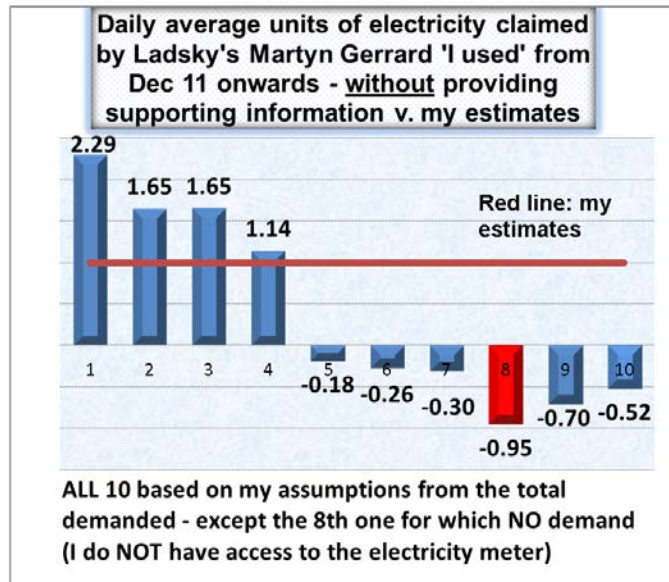
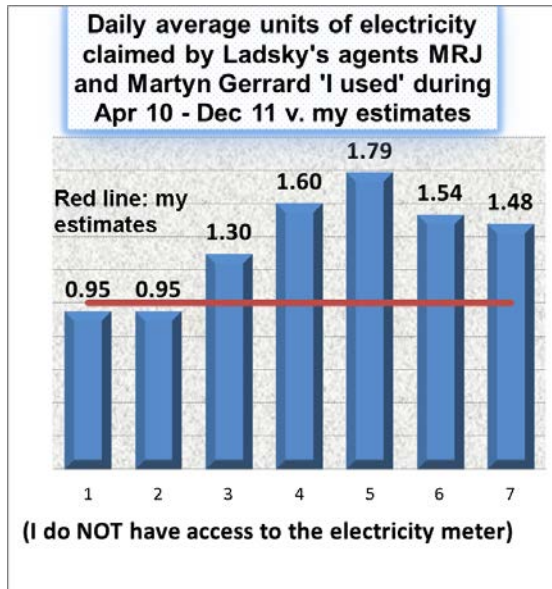
- 10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.
- 11) You have the right to ask 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."

See the absolute barbarity of that law

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



This made it the 9th UNSUPPORTED demand “for electricity” from the “RICS, ARMA and ALEP regulated – AND – award-winning agency” Martyn Gerrard – as demonstrated by the following:



(The following demands “for electricity” are discussed on the [Martyn Gerrard page](#). Up to the [27.01.14](#) demand, I have also discussed them in my [10.02.14](#) document to Gerrard...to which it never responded)

	1	2	3	4	5
	Demand	Period	Demand (£)	Arrears claimed / NOT claimed (£)	Total demanded / NOT demanded (£)
1	09-Jul-10	MRJ- 14Apr-8Jul10	32.07		
2	01-Nov-10	MRJ - 18Jul-12Oct10	32.45		
3	18-Jan-11	MRJ - 14Oct10-11Jan11	37.84		
4	04-Jan-12	MG (thereafter)- 11Jan-6Apr11	48.61		
5	04-Jan-12	7Apr-10Jul11	56.69		
6	04-Jan-12	11Jul-28Oct11	60.90		
7	04-Jan-12	29Oct-19Dec11	28.30		194.49
8	17-Jul-12	20Dec11-22Jun12- NO detail of units	106.35	232.33	338.68
9	05-Nov-12	23Jun-25Sep12- NO detail of units	45.35	323.85	369.20
10	28-Jan-13	26Sep-20Dec12- NO detail of units	41.09	369.20	410.29

	1	2	3	4	5
	Demand	Period	Demand (£)	Arrears claimed / NOT claimed (£)	Total demanded / NOT demanded (£)
11	15-Aug-13	21Dec12-4Mar13- NO detail of units	29.99	410.29	421.23
12	21-Aug-13	5Mar-11Jun13- NO detail of units	21.52	421.23	442.75
13	31-Oct-13	12Jun-14Oct13- NO detail of units	25.75	442.75	468.48
14	27-Jan-14	15Oct-20Dec13- NO detail of units	13.46	468.48	481.94
15	NO demand	21Dec13-16Jul14 - NO demand	22.57	481.94	504.51
16	10-Jul-15	17Jul14-24Jun15 – NO detail of units	49.31	504.51	553.82
17	05-Oct-15	24Jun-15-30Sep15- NO detail of units	16.81	553.82	570.63
18	Sub-total		669.05		
19	Less “EDF VAT credit” – stated in the 15.08.13 demand		(19.05)		
20	Less Row1: £32.07 + Row 2: £32.45 – claimed in the 16.02.11 “service charge” demand		(64.52)		
21	Total		584.48		

Shortfall of £14.85 started with the [05.11.12](#) demand

I stress (as noted at the bottom of each of the above graphs) that I do not have access to the electricity meter. (ALL are under lock and key).

Column 4

‘Amount of arrears claimed, not claimed’ (due to ‘no demand’ for the period “21 Dec13 – 16 July 14”, at Row 15) - by [Martyn Gerrard](#).

Column 5

‘Total amount demanded / not demanded’ (ditto about the reason for this heading).

Row 15

I did **not** receive a demand for the period “21 Dec 13 – 16 July 14”.

Well, I did receive this [31.03.14](#) demand for “£11.44”- based on a made-up “share” of “the electricity for the block” – “based on a 3-month budget, from 21 Dec 13 to 20 Mar 14”...

...- when, in fact, **Martyn Gerrard had already charged me** “for electricity for the block” – **for the whole of 2014** - in its [23.12.13](#) demand ([MG # 20](#)).

Reason for the above two events?

As explained e.g. in my Comments to the [22.12.14](#) and [08.10.15](#) demands “for service charges”, **the mafia very clearly ‘did not like’** my (‘Special Delivery Next Day’) [10.02.14](#) **reply to its [27.01.14](#) demand** – as it undermined its - et.al. in the [Jewish-Freemason Brotherhood \(Persecution # 6\)](#) obvious Machiavellian plan: to forfeit the lease on my apartment i.e. take it away from me ([copy of definition of forfeiture](#)) ([MG # 17](#)).

Indeed, more than 21 months later, its ONLY ‘response’ has been to add to the fraudulent demands, as well as limit the ‘supporting information’ even further. In other words: **add to the ongoing regime of [criminal psychological harassment](#)...**

– thereby **endorsing undeniably the content of my [10.02.14](#) document ([MG # 19](#))**, as well as conclusions as to the intended plan.

Consequently, **Row 15 is based on - even more of my assumptions** on my alleged usage of electricity (I had to start making from the [17.07.12](#) demand = **more than 3 years ago**) – by using the totals in the previous and subsequent demands.

As can be seen from the above graph, it represents the highest amount (so far) of my alleged **negative use of electricity: -0.95 unit per day** (!!!).

The supporting table demonstrates that **this 5 Oct 15 demand represents the 9th unsupported demand.**

Row 19

‘In response’ to my highlighting, on my website that, in its [04.01.12](#) demand (covering practically the whole of 2011), **Martyn Gerrard had illegally added “£32.42 VAT” – 1.5 years later** - in its [15.08.13](#) demand, it introduced a “**19.05 credit**” falsely describing it as an “**EDF credit for VAT**”.

Hence, relative to the [04.01.12](#) demand, **it failed to deduct “£13.37 of VAT”** (£32.42 - £19.05).

Row 20

In its initial demand, dated [16.02.11](#), **Martyn Gerrard** stated: “**Balance brought forward from previous managing agents as at 9th February 2011: £24,066.87**”.

The ‘managing’ agents were the then (equally corrupt and criminal) and equally “[Royal Institution of Chartered Surveyors regulated](#)” [Martin Russell Jones \(MRJ\)](#).

As discussed under ‘**Background**’ on the [Martyn Gerrard page](#): in its (= [Andrew David Ladsky](#)’s) [09.07.10](#) demand, MRJ stated: “**Brought forward balance: £24,002.35**” - “**14 Apr – 8 Jul 10 electricity: £32.07**” - “**Balance to pay: “£24,034.42”**”

The only ‘response’ to my repeating to [MRJ’s Joan Doreen Hathaway](#), then [MRICS](#) – that the demand of £24,002.35 was totally unsupported (my letters of: [15.07.10](#), [17.11.10](#) and [16.12.10](#)) - was to repeat the demand – **while adding demands “for electricity”**:

- [01.11.10](#) – adding “18 Jul – 13 Oct 10 electricity: £32.45” – “Balance to pay: £24,066.87”
- [18.01.11](#) – adding “14 Oct 10 – 11 Jan 11 electricity: £37.84” – “Balance to pay: £24,104.71”

Hence, from the beginning, [Gerrard](#)’s demands “for service charges” have included “£64.52 for electricity” - covering: “14 Apr – 8 Jul 10 electricity: £32.07 and “18 Jul – 13 Oct 10 electricity: £32.45”.

In its subsequent demand “for electricity” of [04.01.12](#), [Gerrard](#) covered the period “11 Jan 11 – 19 Dec 11: £194.49”. Consequently, it excluded the “£37.84” demand from MRJ “for 14 Oct 10 – 11 Jan 11” (Row 3).

However, in its typically extremely sick, perverse, sadistic style, [Gerrard](#) then included the “£37.84” in the next demand of [17.07.12](#) (Row 8) – by including it in “the arrears” – **without** referring to the fact that it had done this.

Row 21

From the [05.11.12](#) demand onwards, in Row 9, [Gerrard](#) understated the “arrears” by £14.82.

NOTE that with my [10.02.14](#) document, I enclosed a cheque for ‘£514.34 for electricity’ – based on my estimates. **The mafia did NOT cash it within the 6-month statutory limit.**

GOT THE OVERALL MESSAGE?

**AVOID [RESIDENTIAL LEASEHOLD PROPERTY](#) LIKE
THE PLAGUE (*)**

(*) Don’t be fooled by those who try to sell you the concept that “a long lease is better”.

Whether it is 99 years, or 999 years (as talked about by some) - **it is STILL a lease** i.e. you **still** do **not** have control over your home – as you are **still** at the mercy of, more often than not, criminal landlords and their equally criminal ‘advisors’...

...– all of whom know that, in this laissez-faire island-Kingdom that does not give a damn about ‘the little people’, they do not have to fear sanction of any kind.

The subsequent pages include my assessment of [Martyn Gerrard](#)’s decorations on its letterhead paper.

Assessment of the decorations on [Martyn Gerrard](#)'s letterhead paper

1. The “professional” memberships



(NB: If the linked PDF documents

don't open, try with:



1.1 [ALEP – Association of Leasehold Enfranchisement Practitioners Limited](#)

I noticed this **new decoration** on [Martyn Gerrard](#)'s letterhead paper when it sent me the [10.07.15](#) demand “for electricity” (making it the 8th **unsupported demand** “for electricity”, since Dec 11; in my (Special Delivery) [10.02.14](#) correspondence to Martyn Gerrard, (to which it did not respond), I reported and discussed what were, by then, its first seven demand of this type).

On ALEP's website, Martyn Gerrard can be found under '[Locate an ALEP practitioner](#)'. Its entry states:

[Martyn Gerrard Estate Agents \(Valuer\)](#)

66-68 High Street
LONDON
N2 9PN

[On its website](#), ALEP describes itself as a “*professional association*” – claiming “**to exist to ensure that barristers, managing agents, project managers, solicitors and valuers involved in leasehold enfranchisement adhere to an agreed level of conduct and service.**”

Under '[About AEP](#)', it claims that “**being a member of ALEP is a badge of assurance to leaseholders and freeholders that they can be sure of a consistently high level of service, integrity and professionalism.**”

It has a '[Code of Practice](#)' - to which I have added my Comments in relation to [Martyn Gerrard](#) – concluding, from my experience since 2011 with this “family-run” bunch of thoroughly evil crooks, that they are **incapable of meeting the majority of the requirements.**

ALEP claims “[To leaseholders](#)” that “**it represents trusted and vetted practitioners experienced in the residential leasehold sector who will provide you with all the services you need to tackle any leasehold enfranchisement issues.**”

Considering that it counts [Martyn Gerrard](#) among [its members](#), ALEP's claims are very clearly - **not true.**

As to its “vetting process” – based on the information it asks on its [Application form](#) – including asking for just “*ONE reference from a client*”, I view it as insufficient for ALEP to back-up its above claims.

Overall conclusion:

In exchange for a £429 membership fee - [ALEP](#) is yet another “professional” organisation that is criminally putting the [Martyn Gerrard](#) gang of racketeers in the path of unwary leaseholders.

1.2 [RICS – The Royal Institution of Chartered Surveyors](#)

Based on my experience with the RICS, following my [02.02.05](#) complaint against [Martin Russell Jones \(MRJ\)](#) (snapshot under [Overview – Note 5](#)) – I can assert that:

- the RICS *absolutely* approves of criminal activity by its members;
- being a member of the RICS is a licence to rip-off leaseholders – AT WILL.

= The RICS is an organisation that is (with “Royal” endorsement) criminally putting the likes of [Martyn Gerrard](#), [Brian Gale](#) and [the then MRJ](#) in the path of leaseholders.

In the bottom, right hand corner of its letterhead [Martyn Gerrard](#) claims:



1.3 ARMA – Association of Residential Managing Agents

I have not had dealings with it. (On my website, I refer to ARMA under the [entry for forfeiture](#)).

Based on what I have come across about ARMA e.g. on the [Leasehold Knowledge Partnership](#) website – it leads me to the conclusion that it is (of course) **in the same class as the RICS**.

1.4 The Property Ombudsman

I do not know anything about this ombudsman.

However, if my experience with:

- the [Parliamentary Ombudsman](#);
- the [Local Government Ombudsman](#);
- the then [Legal Services Ombudsman](#)

is indicative of what can be expected of the Property Ombudsman – then it is just another frill on Martyn Gerrard's letterhead paper (which, in this *deliberately* (by Her Majesty's ministers) *totally unregulated*, worse than Wild West environment, is likely to be). ('Worse' because there isn't even a sheriff for 'the little people' to call on).

2. The 'awards'

They amount to the property sector fraternity patting itself on the back (as opposed to being based on the results of market research among a statistically significant sample of end-users).

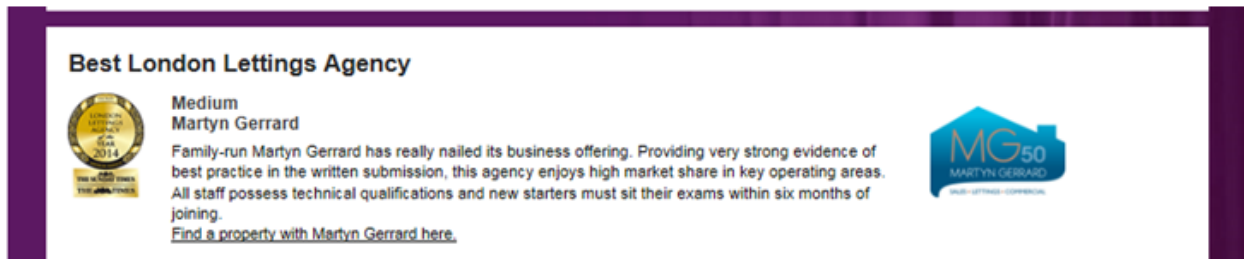


2.1 Gold award - Estate Agency of the year 2014

On [its website](#), Estate Agency Events states that it “*produces live events that **inform**, educate, communicate and **reward best practice in estate agency**”.*

That “*The Estate Agency of the Year Awards is the most highly regarded awards event in the estate agency industry; in effect these are the Oscars.*”

One of the players, **Zoopla Property Group**, who “sponsored the event” – reported, on [its website](#), the following about [Martyn Gerrard](#):



It states:

Best London Lettings Agency – Medium [size]

“Family-run [Martyn Gerrard](#) has really nailed its business offering.” [1]

“Providing very strong evidence of best practice in the written submission [2], this agency enjoys high market share in key operating areas.”

“All staff possess technical qualifications [3] and new starters must sit their exams within six months of joining.”

[1]- Being a “family-run business”, [Martyn Gerrard](#)'s method of operating *must be the same* as in its so-called “block management of leasehold properties” unit – from which I have been at the receiving end of its criminal activities since February 2011.

Yep, it certainly has “*nailed its business offering*” as so-called ‘managing agents’.

[2]- Considering its other “submission” (below), it must make a ‘fascinating’ read.

[3]- On [Martyn Gerrard](#)'s leasehold property ‘management’ side, the key “technical qualification” is the willingness to extort monies by any means i.e. breach legislation – including that which is punishable by imprisonment e.g.

Fraud Act 2006; Protection from Harassment Act 1997; Malicious Communications Act 1988 ([link to these Acts, as well as to EXTORTION](#)),

as well as breach covenants in leaseholders’ leases.

2.2 Silver award - London Medium Estate Agency of The Year 2014

[Martyn Gerrard](#)'s entry on [the Estate Agency website](#) states:

“[Martyn Gerrard](#) opened his first branch 50 years ago, and to this day the firm holds fast to his vision of providing a friendly service that puts people before profit.”

“This commitment extends to raising professional standards and promoting best practice across the industry.”

“Training is taken very seriously...and there is a mixture of staff in each [training] session from board members to junior negotiators.”

“The staff are actively involved in the community – [Martyn Gerrard](#) sponsors one local school per office, and **supports two local charities.**”

“When they receive business as a direct consequence of their charity work, they donate a portion of the fee back to that charity – the judges thought this was a particularly nice touch.”



In the light of [Martyn Gerrard](#) issuing:

1. **unsupported, fraudulent “service charge” demands [of more than £40,000](#)** – to which it adds “administration fees” and “late payment charges” (e.g. my [10.02.14](#) correspondence it has opted to ignore);

2. **unsupported “[electricity](#)” demands;**

3. **“[accounts](#)” that are not compliant with my Lease;**

and, since February 2011, adding to the ongoing regime of [criminal psychological harassment](#) by regularly stating in its covering letters:

"To further assist you we are now able to take payment from you over the telephone using your Debit card."

and, on occasions:

"I am sure that the additional administration charges will not apply to you as you will endeavour to pay however since those who do not pay will be obliged to cover these costs we are duty bound to advise all lessees of these."

As well as *falsely* claiming that it ‘used my credit card’ for the payment of ground rent (it had not requested).



The above claims redefine the concept of fiction.

What these thoroughly evil, barbaric, unbelievably cruel, vicious, sadistic and perverse criminal parasites will do to portray themselves as ‘pillars of society’ - is unbelievable – and repulsive to the extreme.

2.3 Gold award –The Negotiator award 2014

This event is also sponsored by Zoopla Property Group.

In relation to the 'Marketing Campaign of The Year', [the website](#) states that:

"It is open to all estate and lettings agencies, management companies and auction houses. This award recognises a successful marketing campaign in the previous twelve months."

And, in relation to '[judging](#)', that ***"the awards are judged by leaders and experts in the residential property industry"***.

The website's '[Winners 2014](#)' lists [Martyn Gerrard](#).