



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

"50 years of fulfilling dreams"

(Rec'd 3 Sep)

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

SW3 1AX

05 September 2016

Our Ref: SV/12906

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
07/07/2016 – 01/09/2016.

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.

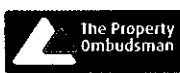
Should you choose to pay directly into our bank account please ensure you use first
line of the property address with wording 'electrics' as your reference, in order for us
to allocate your money correctly.

Yours sincerely

Sasha Vrba
MARTYN GERRARD ESTATES AGENTS
blockmanagement@martyngerrard.co.uk

Encl.

See end of 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: 05-09-2016

Ref: 2264

Request for Payment

- It makes it the **13th consecutive demand that does not provide the number of units**
- But, unlike the previous 8 demands that claimed a 'negative usage of electricity', this one has turned the trend to a 'positive usage'
- **See my attached Comments**

Re: 3 Jefferson House - Electric 7-13 Basil Street London	Net	VAT	Gross
07-07-2016 Electricity 7/7/16-1/9/16	14.26	0.00	14.26
Total Amount	14.26	0.00	14.26
Arrears as at 05/09/2016			618.69
Total Amount Due			632.95

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

- Oh! After giving 3 addresses e.g. demands of **21.01.16, 27.05.16**, etc. - see **Note (11a) of my summary on "service charge" demands... now it's back to just one address!**
- Can't be because got enough sadistic kicks.
No, it is to add to the criminal psychological harassment regime.

- 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.** = Landlords' lapdog that will rip you off
- 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-
NO, not in my Lease
 - 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.

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."

	Demand (at 5 Sep 16)	Period	# Days during period (A)	Demand (£)	“Arrears” claimed / not claimed (£)	Total demanded / not demanded (£)	My estimates (£) (B)
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Summary of “electricity” demands – and graphs

Demands made by [Martyn Gerrard](#) – [Andrew David Ladsky](#) (see e.g. [CKFT-Intro](#) for proof that he has been driving activities for a long time at Jefferson House, 11 Basil St, London SW3 1AX).

Summary compiled by Noëlle Klosterkotter-Dit-Rawé (www.leasehold-outrage.com). ([More recent version of summary](#))

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



(NB: See also **my summary of:**

1. [the fraudulent “service charge” demands;](#)
2. [the ground rent demanded / not demanded;](#)
3. [my assessment of Martin Gerrard's memberships and awards\).](#)

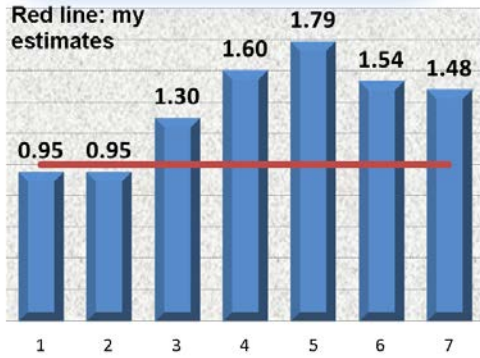
	Demand	Period	# Days during period (A)	Demand (£)	“Arrears” claimed / not claimed (£)	Total demanded / not demanded (£)	My estimates (£) (B)
1.	09.07.10 (MG # 2)	MRJ- 14Apr- 8Jul10	86	32.07 (1)			32.62
2.	01.11.10 (MG # 2)	MRJ - 18Jul- 12Oct10	87	32.45 (1)			33.00
3.	18.01.11 (MG # 2)	MRJ - 14Oct10- 11Jan11	90	37.84 (2)			34.14
4.	04.01.12 (MG # 4)	MG (thereafter)- 11Jan-6Apr11		48.61 (3)			33.14
5.	Ditto	7Apr-10Jul11		56.69 (3)			33.60
6.	Ditto	11Jul-28Oct11		60.90 (3)			42.38
7.	Ditto	29Oct- 19Dec11	343	28.30 (3)		194.49 (2)	20.04 (Total: 132.16)
8.	17.07.12 (MG # 6)	(1)- 20Dec11- 22Jun12- <u>No</u> detail of units (4)	187	106.35	232.33	338.68	72.05
9.	05.11.12 (MG # 7)	(2)- 23Jun- 25Sep12- <u>No</u> detail of units	95	45.35	323.85 (5)	369.20	36.60
10.	28.01.13 (MG # 10)	(3)- 26Sep- 20Dec12- <u>No</u> detail of units	86	41.09	369.20	410.29	33.14

	Demand (at 5 Sep 16)	Period	# Days during period (A)	Demand (£)	"Arrears" claimed / not claimed (£)	Total demanded / not demanded (£)	My estimates (£) (B)
11.	15.08.13 (MG # 14)	(4)- 21Dec12- 4Mar13- No detail of units	74	29.99	410.29	421.23	28.51
12.	21.08.13 (MG # 14)	(5)- 5Mar- 11Jun13- No detail of units	99	21.52 (6)	421.23	442.75	38.14
13.	31.10.13 (MG # 14)	(6)- 12Jun- 14Oct13- No detail of units	125	25.75	442.75	468.48	48.16
14.	27.01.14 (MG # 18)	(7)- 15Oct- 20Dec13- No detail of units	67	13.46	468.48	481.94	25.82
15.	31.03.14 (MG # 20)	This demand for "£11.44"- is based on a made-up "share" of "the electricity for the block" (7)					
16.	(8)- No demand	21Dec13- 16Jul14 (8)	208	22.57	481.94	504.51	80.14
17.	10.07.15 (MG # 27)	(9)- 17Jul14- 24Jun15- No detail of units	343	49.31	504.51	553.82	132.16
18.	05.10.15 (MG # 27)	(10)- 24Jun- 30Sep15- No detail of units	98	16.81	553.82	570.63	37.76
19.	12.02.16 (MG # 31)	(11)- 30Sep15- 11Feb16- No detail of units	134	29.25	570.53	599.78	51.63
20.	07.07.16 (MG # 31)	(12)- 12Feb- 6Jul16- No detail of units	146	18.81	599.88	618.69	56.25
21	05.09.16 (MG # 31)	(13)- 7Jul- 1Sep16 - No detail of units (9)	57	14.26	618.69	632.95	21.96
Sub-total				£731.37			£894.24
Less "EDF VAT credit" – stated in 15.08.13 demand (3)				(19.05)			(19.05)
Total electricity				£712.32			£875.19
Less Row1: £32.07 + Row 2: £32.45 (1)				(64.52)			
Total				£647.80			£875.19(8)

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

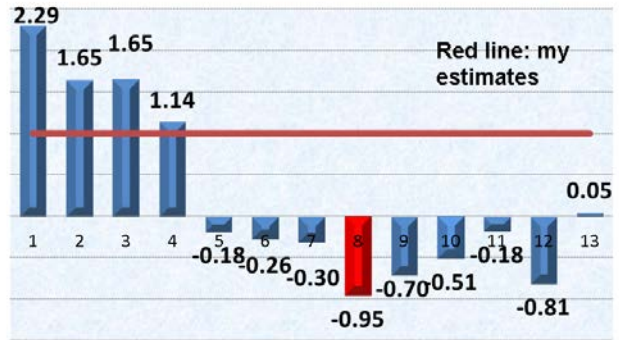
Demand (at 5 Sep 16)	Period	# Days during period (A)	Demand (£)	"Arrears" claimed / not claimed (£)	Total demanded / not demanded (£)	My estimates (£) (B)
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Daily average units of electricity claimed by Ladsky's agents MRJ and Martyn Gerrard 'I used' during Apr 10 - Dec 11 v. my estimates



(I do NOT have access to the electricity meter)

Daily average units of electricity claimed by Ladsky's Martyn Gerrard 'I used' from Dec 11 onwards - without providing supporting information v. my estimates



ALL 13 based on my assumptions from the total demanded - except the 8th one for which NO demand (I do NOT have access to the electricity meter)

Notes on the "electricity" demands

I stress that I do not have access to the electricity meter. (ALL are under lock and key).

- (A)- Note the variations in the length of the periods between the demands – from 57 days to 343 days.
- (B)- For an explanation of the calculations of 'my estimates' ⁽¹⁾ see header 3 (from pg 18) of my [10.02.14](#) ('Special Delivery Next Day') document to Martin Gerrard (to which it never replied) / the sections relating to the electricity demands on the [Martyn Gerrard page](#). (On the above summary, the section numbers are stated below each demand). ⁽²⁾

As can be seen from the summary, I had to resort to doing this, in particular from the second demand from Martyn Gerrard, of [17.07.12](#) (item # 8), as it stopped providing the number of units alleged to be used – information I am, clearly, legally entitled to be provided with.

The extremely sick sociopaths ⁽¹⁾ / psychos ⁽²⁾ did this with the objective of adding to the [criminal psychological harassment](#) – (see [summary of "service charge" demands](#)) - assuming that I would not be able to work a way around it.

Having been caught at their own game, the monsters ⁽³⁾ have since continued doing it. The more time I have to spend attempting to figure their demands, the greater the number of sadistic ⁽⁴⁾ kicks they (and their equally extremely sick, "arslikhan" ⁽⁵⁾ [supporters](#)) derive.

(1)- I arrived at my 'daily average' I rounded up to one unit, through detailed calculations of the use of all my electrical equipment. I highlight that:

- my fridge and washing machine broke down in 2006;
- I have not used the freezer since 2006;
- television unusable since 2011 (when transmission switched from analog to digital);
- the combination microwave and oven broke down in 2013;
- c.90% of the time, I do not have more than one low-voltage light on.

(2)- To arrive at a value, I used the unit cost of electricity, daily standing charge and climate levy as previously supplied - although I have no means of knowing whether or not they are right. (In the then MRJ demands (items 1 to 3, above e.g. [18.01.11](#)), the daily standing charge was 24.23p per day. In the demand from Gerrard, [04.01.12](#) (item # 4), it increased to 24.35p).

(Why haven't I replaced the electrical equipment? I have a death threat hanging over my head since [15 Jun 09](#) "*Enjoy your life. You don't have long to live*". It was, by implication, repeated on [14 Jun 14](#). To these are added other attempts to make me fear for my life ([My Diary # 2.1](#)). True, I could at least make my remaining days/weeks/months...on earth a bit more pleasant.

No, there is absolutely *no point* my calling on [Her Majesty's police](#) – as it operates hand in glove

¹ Concise Oxford English dictionary (COED) definition of 'sociopath': "A person with a personality disorder manifesting itself in extreme antisocial attitudes and behaviour"

² COED definition of 'psychopath': "A person suffering from chronic mental disorder with abnormal or violent social behaviour"

³ COED definition of 'monster': "An inhumanly cruel or wicked person"

⁴ COED definition of 'sadism': "The tendency to derive sexual gratification or general pleasure from inflicting pain, suffering, or humiliation on others"

⁵ "Arslikhan": one of [Private Eye](#)'s unique expressions.

with the [Andrew David Ladsky mafia](#) – as can be seen from e.g.

(1)- the [Home page # 13, # 16, # 17 and # 18\(1\)](#); (2)- the detail in the [Persecution page](#); (3)- [summary # 4 relating my legitimate 'cries for help' and complaints to the police](#).

More recently, I have reported numerous examples of events in:

- my [25.11.14](#) letter to [Theresa May, then Home Secretary](#), as well as 19 other individuals, including the [then Prime Minister, David Cameron](#); 2 weeks later, (again under separate post to each), I sent them a copy of my letter; the only 'response' was a continuation of the persecution ([Home Office # 3.1\(4\)](#));
- my [24.07.16](#) letter to 'the faith leaders' et.al., and [24.07.16](#) letter to Alison Saunders, Crown Prosecution Service; 'the response' was a [28.07.16](#) 'get lost' from Saunders, and a [08.08.16](#) 'reminder' from [Martyn Gerrard](#) asking "for payment" of its £41,500 fraudulent demands.

- (1)- These amounts of **£32.07** and **£32.45** were included by [Martyn Gerrard](#) in the [16.02.11](#) "service charge" demand – stating "**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) "RICS regulated" [Martin Russell Jones \(MRJ\)](#). (See [summary # 6.2](#), my [05.02.05](#) complaint – in vain - to the RICS, against 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 – 11Jan 11 electricity: £37.84**" – "**Balance to pay: £24,104.71**"

Hence, from the beginning, Martyn 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**".

- (2)- In its typically extremely sick, perverse, sadistic style, **Gerrard only included the "£37.84" in the demand after next**, of [17.07.12](#) (item # 8) – by including it in "**the arrears**" – without, of course, referring to the fact that it had done this.
- (3)- **Illegally**, in the [04.01.12](#) demand, Martyn Gerrard **added VAT to each amount** – bringing the total to **£32.42**.

Following my discussing this on my website - **1.5 years later** - in its [15.08.13](#) demand (item # 11), it introduced a "**19.05 credit**" falsely describing it as an "**EDF credit for VAT**".

Hence, relative to the [04.01.12](#) demand, the racketeers (⁶) **failed to deduct "£13.37 of VAT"** (£32.42 - £19.05).

⁶ COED definition of 'racketeer': "A person participating in or operating a dishonest or illegal business, frequently practising fraud, extortion, intimidation, or violence"

- (4)- This [17.07.12](#) demand marked the **start of asking payment "for electricity" – without providing the number of units alleged to have been used.**

As can be seen from the summary, the shysters (⁷) have continued ever since...whilst adding other twists. (See also note # 2, above).

- (5)- From the [05.11.12](#) demand onwards (item # 9), **Gerrard understated the "arrears" by £14.82.**
- (6)- The [21.08.13](#) demand (item 12) marked the start of my apparently 'using a negative amount of electricity. It continued in the next 7 demands – until the [05.09.16](#) demand (item 21).
- (7)- The [31.03.14](#) demand (item # 15) for "£11.44" is 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**".

In fact, the **Martyn Gerrard racketeers had already charged me "for electricity for the block" – for the whole of 2014** - in their [23.12.13](#) demand ([MG # 20](#)).

- (8)- Then, it was followed by **no demand for '21 Dec 13 – 16 July 14'**.

Consequently, item 16 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) (item # 8) – 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** (!!!).

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** (⁸) **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, sinister Machiavellian plan: to forfeit the lease on my apartment i.e. take it away from me ([copy of definition of forfeiture](#)) ([MG # 17](#)).

Indeed, since then, the only 'response' has been to add to the fraudulent demands, as well as limit the 'supporting information' even further ([Summary "service charges"](#)) – as well as add other forms of [criminal psychological harassment](#) ([MG # 28](#))...

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

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

- (9)- The [05.09.16](#) demand "for 7Jul-1Sep16" makes it **the 13th unsupported demand** (so far) - added to the [31.03.14](#) fraudulent demand (item 15; note 7, above) + the 'no demand'(item 16).

Breaking the trend in the previous 8 demands, this one claims "[I] used 3 units of electricity over the 57 days".

Got the overall message?

If you are one of 'the little people' thinking about buying property in this island-kingdom, the overall message from my experience should be very loud and clear to you:

⁷ COED dictionary definition of 'shyster': "A person, especially a lawyer, who uses unscrupulous methods"

⁸ COED definition of 'mafia': "A group exerting a hidden sinister influence"

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 (as is undeniably demonstrated by my experience following [my 50+ legitimate ‘cries for help’ and complaints – in vain](#); [Case summary](#)).

See also [Home page- Note # 9](#) that includes extracts from media reports on the residential leasehold sector.

Most recently by the newspaper, the FT, both in Aug 16:

(1)- [“Leasehold flats: what estate agents won't tell you”](#), (contrast ‘the options for challenging service charges’ v. [my experience](#));

(2)- [“Conveyancing Association demands leasehold sector overhaul”](#).

And from the [Leasehold Knowledge Partnership](#) in Aug 16: [“Leasehold sales are bedevilled with ‘extortionate’ charges and game-playing, says the Conveyancing Association”](#).

The Guardian had already reported on this 4 years previously, on 6 July 12: [“Unregulated admin fees hit leaseholders as they try to sell”](#).

What did you expect? Of course the greed-ridden (⁹) ruffian (¹⁰) predators (¹¹) will have their claws sunk deep into you until the very end – because *they know* that, in this context as well, there is *nothing* to stop them from ripping you off - at will. (Under [Business model # 29](#), I have been highlighting this practice since the launch of my website in 2006).

⁹ COED definition of ‘greed’: “Intense and selfish desire for wealth, power or food”

¹⁰ COED definition of ‘ruffian’: “A violent or lawless person”

¹¹ COED definition of ‘predator’: “A person who exploits others”

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

1. Frequent changes in Martyn Gerrard's letterhead decorations must make its printer a very happy person ⁽¹⁾ e.g.

(1)- [31.03.14](#)



Those on the right were:

- “Silver – London medium **estate agency** of the year 2013”
- “Silver – The Negotiator awards 2013 – **Website** of the year”
- “Bronze – The Negotiator awards 2013 – Medium independent **estate agency** of the year”

(2)- [08.10.15](#)



Those on the right were

- “Gold – Estate agency of the year 2014”
- “Gold – Negotiator awards 2014 – **Marketing campaign** of the year 2014”
- “Silver – London medium **estate agency** of the year 2014”

(3)- [02.12.15](#)



(4)- [27.05.16](#)



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Registered Office: 35 Ballards Lane, London N3 1XW. Company Secretary: B. Peters
Directors: S.E. Gerrard MNAEA MARLA, D.H. Smith RUAEA MARLA, W.A. Price MNAEA, S.M. Gerrard MA MNAEA RICS, G. TSLITIAN MARLA.

Regulated by RICS

(5)- [05.07.16](#)



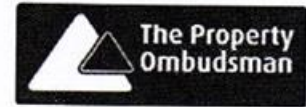
(6)- [08.08.16](#)



For this one, using an earlier version: 27 May 16 (above). Is it a case of using 'the old stock'?

¹ Like the printer for another one of the [Andrew David Ladsky gang: Portner and Jaskel, solicitors](#), who went through at least 5 reprints over a period of 17 months – as I explain under the Introduction.

2. The “professional” memberships



As an introduction to all of them: see the [outcome of my 50+ legitimate 'cries for help' and complaints](#) over the years, covering the professions, the courts, the police, etc., and their so-called 'regulators': **only 3 were actioned**; of these, only one to my expectations.

= This island-kingdom is totally unregulated.

Leaseholders: You have been warned!

As to the crooks: Welcome to “fantastically corrupt” Britain...with the City being [the world's biggest laundrette](#) of dirty money! Yep! Paradise for you!

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

Based on my experience with the RICS, following my [02.02.05](#) complaint against the then [Martin Russell Jones \(MRJ\)](#) (snapshot under [Complaint summary # 6.2](#)) – 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.

In fact, in the Aug 16 FT article, “[Leasehold flats: what estate agents won't tell you](#)”, the RICS is quoted as saying: “*the RICS new code cannot strike off managing agents or other “unfit persons” responsible for levying unreasonable charges because there is no compulsory register*”.

The excuse is ridiculous. Further, why does the RICS not take action to ensure that the code is “compulsory”? It does not have far to go to petition for this, as it is located on the other side of the square from Parliament. **Reality**: because there is a *deliberate* policy of laissez faire = ensure that the crooks in the residential leaseholder sector are left free 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.

On its letterhead, [Martyn Gerrard](#) claims that it is “*Regulated by the RICS*”.

2.2 3 new additions

- NAEA – [National Association of Estate Agents](#). This one first appeared in May 16.
- ARLA - [Association of Residential Letting Agents](#). This one has just made its appearance.
- ICBA – [Institution of Commercial and Business Agents](#) – ditto in the case of this one.

It is a case of ‘**get 3 for the price of 1**’ – as *all* state:

- the same address: Arbon House, 6 Tournament Court, Edgehill Drive, Warwick, Warwickshire CV34 6LG;

- the same "Registered in England and Wales No: 00897907" - in the name of an umbrella organisation: The National Federation of Property Professionals.

2.3 [National Federation of Property Professionals \(NfoPP\)](#)

(At end Jun 16) – its website states that:

It is "**an umbrella organisation for NAEA, ARLA, ICBA, NAVA** [National Association of Valuers and Auctioners], **and APIP** [Association of Professional Inventory Providers]".

[On their individual website, each states: "*The National Federation of Property Professionals – Registered in England and Wales No: 00897907*".

"**Regulation** - All members of the NAEA, ARLA, NAVA, ICBA and APIP are required to adhere to high standards of professional conduct.

Under, "[Find out more about our guidance, code of practice and the other ways we regulate our members](#)" – it states:

"In order to maintain professional standards within the profession, we regulate companies where there is a member of the NAEA, ARLA, ICBA, or NAVA who has relevant company responsibilities"

"**Firms regulated by the RICS**" [NB: Note, in light of the comment by the RICS, on the previous page!] are **exempted** from rules 1 to 11 of its 'Code and membership rules' (= most of it)...

... – leaving **rule 12 'General duty to uphold high standards of ethical and professional behaviour'** – in particular, under 12.1:

"No member shall do any act (whether in business or otherwise) which:

"Involves dishonesty, deceitful behaviour, or misrepresentation; or"

"Involves unprofessional practice or practice that is unfair to members of the public; or"

"In any other way brings the NfoPP or any of its divisions or subsidiaries into disrepute."

Under "[Company obligations](#)" - the page refers to [Money laundering regulations](#) – and states:

"If you are a Principal, Partner or Director Member, then NFOPP require your company(ies) to be registered with HM Revenue & Customs for anti-money laundering (AML) purposes if applicable" - stating that it is applicable to:

[Trust or Company Service Providers \(TCSPs\)](#). This includes firms engaged in block management' [i.e. [Martyn Gerrard's case](#)]

"[Estate Agency Businesses](#), including sales and/or acquisitions of residential and commercial land and/or property on behalf of a third party, and some lettings/property management firms" [[Gerrard's case as well](#)]

It also states: "*Compliance with the Money Laundering Regulations is taken very seriously by the authorities*". This is a risible claim considering e.g. what [the Panama Papers](#) have revealed. The City of London is the world's biggest launderette of dirty money (e.g. from dictators and oligarchs

who plunder their country's resources; drug-dealers and arm-smugglers; etc.), with a significant amount ending up in the British property market.

Also: "HMRC are responsible, as supervisors for Estate Agents, TCSP and other business areas, to ensure that companies they supervise are complying with their obligations under the legislation and they maintain a register of their supervised population."

'[Registering](#)' is one thing; HM Revenue & Customs "supervising" - and taking action is another: it does *not*...unless it concerns one of 'the little people' doing a bit of creative accounting (²).

Under "[What to do if you are a consumer and have a complaint about one of our Members](#)"

Surprise, surprise: "NFOPP Regulation will investigate a complaint, however **we are limited to the imposition of one of our disciplinary sanctions.**"

In fact, it refers complainants to: "[The Property Ombudsman Scheme](#), the [Ombudsman Services: Property](#) or the [Property Redress Scheme](#) in the first instance."

"In the first instance" – which, reading between the lines (and considering my experience with ombudsmen (referred to below)), means: 'and the last one' as well'. Hence: *no responsibility* for handling of complaints.

Further, in the light of the frequent complaints reported in the media against estate agents - that have led some people to file a class action e.g.:

"[Give us our fees back Foxtons, says the man lining an £80m lawsuit](#)", The Guardian, 25 Jun 16;

"[Foxtons commission charge sparks legal action from landlords](#)", The Guardian, 7 Jun 15

...you get the distinct impression that the 'code and membership rules' are ignored by the members. Talking of which...

2.4 What are the Martyn Gerrard directors members of?

Directors: [S.E. Gerrard](#) MNAEA MARLA, [D.H. Smith](#) FNAEA MARLA, [W.A. Price](#) MNAEA,

[S.M. Gerrard](#) MA MRICS FICBA, [G.Tsuman](#) MARLA (Sourced from letterhead)

On the respective websites (as relevant) (e.g. [NAEA](#), [ARLA](#) and [ICBA](#)) they are listed under '[The North London Network Limited](#), 197 Ballards Lane, London N3 1LP' i.e. the address for 'Block management' that keeps on sending me [the ever-growing fraudulent demands](#),

and / or e.g. 'Martyn Gerrard Estate Agents' e.g. [NAEA](#) site and [ARLA](#) site - and also giving '197 Ballards Lane'.

(On the Company Check website, for '[Martyn Gerrard Surveyors Ltd](#)', [Simon Gerrard](#) is also

² [Private Eye](#) has been reporting ad nauseam about HMRC's failure to act e.g. issue 1386, **20Feb-6Mar15**, pg 8: "Under the current and previous governments, those at the bottom of the pyramid of tax crime face the toughest punishment". "Imprisonment followed for dodgers of around £50,000. Offshore evaders on a far larger scale, by contrast, have been left peacefully in their beds and offered further amnesties". In this, and other issues, Private Eye also discusses HMRC's failure to act following the **Swiss HSBC files** leaked by whistleblower Hervé Falciani; same situation re. the leak of [The Luxembourg Tax Files](#).

listed at '197 Ballards Lane', while [Saul Maurice Gerrard](#) is listed at '35 Ballards Lane').

(On the [Companies House website](#) several 'companies' are listed giving the "correspondence address" as 'The North London Network Ltd' e.g. (1)- [Kelcourt Ltd](#); (2)- [53 Alexandra Grove Ltd](#); (3)- [Abbots View Management Ltd](#); (4)- [Oaktree Lodge \(Enfield\) Ltd](#))

- **Simon Gerrard** – MNAEA, MARLA

In fact, according to the [NAEA website](#) (at end Jun 16) it should be 'PPNAEA (Honoured)'...

...I assume, because... [in Jun 14, he was made President of the NAEA](#) (!) (Gerrard's letterhead paper was not amended to reflect this). What did he have to say about it?

"He was especially keen to encourage the public to seek out NAEA members".

That he "*would be writing to all members with regard to an on-line petition, calling on the Government to consider regulation and extolling the virtues of NAEA members.*"

...I am passionate about the property industry..."

You could not make it up! Consider his appointment – and his claim about "regulation" - in the light of the conduct of his firm – in the 'Block management' section (see below, # 2.1) – and of the above extracts from the NfoPP's rules of conduct....not to mention the RICS 'code of conduct'!

(The site also states: "[Mr Martyn Gerrard \(MARLA, FNAEA\)](#) - *The Member you were looking for doesn't exist in our database*"). (Father, who started the business; reported in a local Jewish paper to have died in Mar 16; and also reported that [Simon Gerrard is running the business](#)). (On the [Company Check website](#), it gives his address as - 4th Floor, 7/10 Chandos Street, London, W1G 9DQ). (I think it is the address of a secretarial company).

- **Saul Maurice Gerrard** – MA, MRICS, [FICBA](#)

(Like Simon Gerrard, he evidently derives immense pleasure from inflicting [criminal psychological harassment](#) on his victims (*) e.g. he sent me the [16.08.13](#) letter informing me that "Greyclde Investments Ltd" was my "new landlord". For issues about this see [Freehold ownership # 2](#)).

(*) As I wrote in my [24.07.16](#) letter to Chief Rabbi Ephraim Mirvis – et.al.

- **David Smith** – [FNAEA](#), MARLA
- **Warren Price** - [MNAEA](#)
- **Gregory Tsuman** – [MARLA](#)

2.5 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**.

2.6 The Property Ombudsman

I do not know anything about this ombudsman. However, if my experience with:

- the [Parliamentary Ombudsman](#) ([summary of my complaint- # 1.10](#));

- the [Local Government Ombudsman](#) ([summary of my complaint- # 5.4](#));
- the then [Legal Services Ombudsman](#) ([summary of my complaints- # 3](#))

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 successive governments) *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).

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

As can be seen at the beginning of this document, this decoration first appeared in 2015. By July 16, it had disappeared. The following month, Aug 16, it was back on; it continued [in Sep](#).

However, while the logo had disappeared, **at 22 July 16, Gerrard could still be found** under ['Locate an ALEP practitioner'](#) - stating:

[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, “*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.*”

As 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 ³ in the path of unwary leaseholders.

Yet more proof that the British State is actively helping ‘the professions’ rip-off leaseholders: “**[LEASE should not pitch callers into ALEP's 'den of cheque books'](#)**”, Jan 16, from the [Leasehold Knowledge Partnership website](#):

"Out-of-hours callers to LEASE can be put in contact with solicitors who are members of ALEP ... The service has been on offer since July [2015]"

³ Concise Oxford English dictionary (COED) definition of ‘**racketeer**’: “*Person engaging in fraudulent business dealings*”

3. The 'awards'



ETC.

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)...

– as is glaringly obvious when you look at the black-on-white evidence I have compiled on [Martyn Gerrard](#) since its appointment as 'managing' agents for [Jefferson House](#), in 2011 - by, what can only be the equally multi-criminal Rachman ([Extortion](#)) [Andrew David Ladsky](#) (see e.g. solicitors [CKFT-Intro](#) for proof that he has been driving activities for many years).

Examples I looked at towards the end of 2015.

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

Best London Lettings Agency

Medium
Martyn Gerrard

Family-run Martyn Gerrard has really nailed its business offering. Providing very strong evidence of best practice in the written submission, this agency enjoys high market share in key operating areas. All staff possess technical qualifications and new starters must sit their exams within six months of joining.
[Find a property with Martyn Gerrard here.](#)

MG50
MARTYN GERRARD
BEST OFFERED COMPANY

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 multi-criminal activities since February 2011. The information contained above, under section 1.4 - Directors, supports this conclusion.

Yep, through its directors, it certainly has “*nailed its business offering*” as ‘managing agents’.

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

[3]- As demonstrated in my summaries of its: “[service charges](#)”, “[electricity](#)” and “[ground rent](#)” demands - 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;
- Theft Act – s.17 False accounting;
- Protection from Harassment Act 1997;
- Malicious Communications Act 1988;
- Protection from Eviction Act 1977

([Link to these Acts, as well as to Extortion](#)),

...as well as breach covenants in leaseholders’ leases.

It does it with impunity because *it knows* it has [the “fantastically corrupt” Establishment \(My Diary # 2.5\)](#) on its side. E.g. added to the [outcome of my 50+ legitimate ‘cries for help’ and complaints – in vain](#): the fact that it *continues* to add to its criminal actions – *knowing* that I will continue (as I have done, since 2011) to place the evidence in the public domain.

Martyn Gerrard’s conduct, like that of others in the [Ladsky gang of racketeers](#), conveys to me: **Venimus, vidimus, vicimus** (We came, we saw, we conquered)...because we saw that we could have a *totally unhindered* run of the place...and because our Torah states that “*God chose us to be a light to all humankind*”?

This was yet again confirmed by ‘the response’ to my [24.07.16](#) letter to ‘the faith leaders’: Gerrard immediately sent me another fraudulent ‘reminder’: [08.08.16](#) (for £47,240) ([MG # 33](#)).

(More detail in my ‘Overall conclusions’ on the [summary of “service charges”](#)).

3.2 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. its demands of [27.01.14](#), [27.05.16](#) and of [08.08.16](#)) (re. the first one: my ‘Special Delivery Next Day’ [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." [= Thereby also breaching the [Defamation Act](#)]

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



(To save face, 1.5 years later, in its [08.08.16](#) ‘reminder’ it claimed to have “received payment”!)

The above claims redefine the concept of fiction.

What these thoroughly evil⁴, barbaric⁵, unbelievably cruel⁶, vicious⁷, sadistic⁸, perverse⁹, rapacious¹⁰ vultures¹¹ and monsters¹² will do to portray themselves as ‘pillars of society’ - is unbelievable – and repulsive to the extreme.

⁴ COED definition of ‘evil’: “Extremely wicked and immoral”

⁵ COED definition of ‘barbaric’: “Savagely cruel”

⁶ COED definition of ‘cruel’: “Disregarding or taking pleasure in the pain or suffering of others”

⁷ COED definition of ‘vicious’: “Morally or practically condemnable; reprehensible; cruel or violent; Literary - Immoral”

3.3 Gold award –The Negotiator award 2014

Zoopla Property Group also sponsors this event.

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](#).

It is very clearly milking that one as well to the maximum e.g. sourced from the [27.05.16](#) demand:



1809.

Regulated by RICS

⁸ COED definition of 'sadism': "The tendency to derive sexual gratification or general pleasure from inflicting pain, suffering, or humiliation on others"

⁹ COED definition of 'perverse': "Showing a deliberate and obstinate desire to behave unacceptably"

¹⁰ COED definition of 'rapacious': "Aggressively greedy"

¹¹ COED definition of "vulture": "A contemptible person who preys on or exploits others"

¹² COED definition of 'monster': "An inhumanly cruel or wicked person"