

Mr Graham H Garland  
[Lynton Services Mayfair \(1994\) Ltd](#)  
Kent House  
P.O. Box 49  
Sevenoaks  
TN15 7SQ

**(FOR CORRESPONDENCE)**

[Ms N Klosterkotter-Dit-Rawé](#)  
[✂]

See also **my Comments** attached to  
Graham Garland's letter of [30.05.14](#)

1

2 (By 'Recorded Delivery')

3 Your ref: GHG/ljt/3jef3005

4 22 June 2014

5

6

7 Dear Mr Garland,

8 I only took delivery of your [30<sup>th</sup> May 2014](#) letter, in response to mine of [15<sup>th</sup> May 2014](#) - on 12<sup>th</sup>  
9 June. I am now responding to some of its contents – which I quote.

10 **1. Escape of water in my bathroom ceiling – and ultimately on my bathroom**  
11 **floor - on [8<sup>th</sup> May 2014](#)**

12 **1.1. Para.3 – “Upon entering the bathroom it was noted the ceiling showed**  
13 **considerable previous water damage in a few areas”**

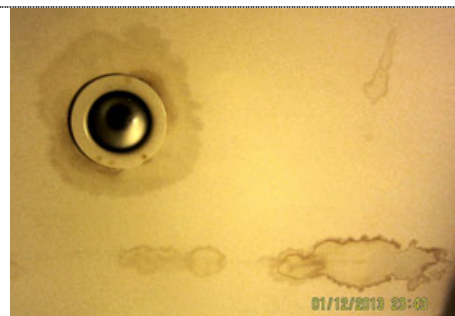
14 Anybody who comes into a room does not “*look at the ceiling*”. Further, in this instance, the  
15 sub-contractors' main interest was the taps in the bathroom.

16 'IF' they looked at the ceiling (as opposed to your being briefed by the landlord and main driver  
17 of activities, [Andrew David Ladsky](#) / his 'managing' agents, [Martyn Gerrard](#) and / or looking at  
18 my website on which I report the events) – then, they were specifically asked to do this.

19 The escape of water on 8<sup>th</sup> May 2014 has added “*considerably*” to “*the previous damage*”:



Photograph taken on 26 May 14



Photograph taken on 1 Dec 13

20 **1.2. Para.5 – “upon entering flat 3, resident opened bathroom to show water**  
21 **dripping from ceiling...”**

22 As the sub-contractors returned c.30 minutes after the flow had stopped, it demonstrates  
23 further the quantity of water that had accumulated in the ceiling.

1        **1.3.        Para.5 - “There was a small wet patch on the carpet...”**



2        ‘The sub-contractors’ describe the above (also a still from the film) as “a small patch”? The size  
3        must be at least 15% of the total surface area of my bathroom floor.

4        The length of the trail of the water – in spite of falling on a thick carpet, under which there is an  
5        underlay, demonstrates further the strength of the flow and quantity of water that fell through –  
6        which, by the way, was brown – as can be seen from the mark on the carpet, and the water in  
7        the bucket.

8        As can be seen from the bucket I placed under the spotlight, it is about ¾ full – amounting to 7  
9        litres.

10       Hence, I maintain what I reported in my [15<sup>th</sup> May 2014](#) letter: an estimate that about 10 litres of  
11       water fell from around the spotlight in the ceiling in the space **if** c.2 minutes. Should be ‘of’

12       **1.4.        Para.5 – “...water dripping from the ceiling which we have assumed must**  
13       **be emanating from somewhere above”.**

14       Clearly.

15       **1.5.        Para.5 - “...which we must presume had been a faulty drain from one of**  
16       **the areas above...”**

17       A “faulty drain” - that ‘miraculously’ fixed itself?

18       **1.6.        Para.5 - “...although this would likely be a reoccurring issue as previous**  
19       **water damage was present”**

20       As you aware, ‘the previous occurrence’ was in [October 2013](#) – and the cause was a malicious  
21       act.

22       **1.7.        Para.6 – “Our team noted that bathroom of flat above had never been used**  
23       **and this flat maybe being used as some form office although we can not**  
24       **categorically state this as a true fact.”**

25       Your assessment is indeed incorrect.

26       The resident of apartment 8 is, among other, in the apartment practically from every Friday  
27       afternoon until the following day, until at least midday. (Bar several months ago when he  
28       appeared to be away for a few weeks).

29       I can hear him walk in his apartment and, after midnight, open his sofa bed.

1 If resident of apartment 8 “*never uses his bathroom*”, then he should feature as a unique case  
2 in the medical journals. He must surely use his bathroom.

3 He also appears to be in the apartment for a large part of the day on Mondays and Thursdays  
4 – and must, likewise, make use of the water supply.

5 **1.8. Para.8, page 2 – “*the work undertaken by our team of engineers regarding*  
6 *water treatment would certainly not be the cause of any water leak into flat 3 and*  
7 *furthermore we also advise the existing heating system was at the time drained*  
8 *and therefore a separate team of engineers on site could not be held responsible*  
9 *for any leak into flat 3.*”**

10 As you know from my letter of [15<sup>th</sup> May](#), to which I attached the exchange of correspondence  
11 with the Resident of apartment 8, the escape of water in my bathroom coincides exactly with  
12 the time that one of your sub-contractors (the Resident described in his [12<sup>th</sup> May](#) letter as: “*the*  
13 *engineer*”) went to his apartment – leading to the obvious conclusion that there is a link.

14 In my 15<sup>th</sup> May letter, I stated: “*The Resident has been back in his apartment since, and, to*  
15 *date, there has not been a repeat of this.*” This is still the case at the date of writing – and, it  
16 seems to me, that his pattern of usage of the apartment has been as per described above.

17 Hence, if the cause had been “*a faulty drain*” – it would suggest a drain that fails to function ‘on  
18 demand’, and then ‘fixes itself’ – also ‘on demand’.

19 There is no need for me to comment on the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> paragraphs of your letter - as they  
20 are not relevant to the subject matter.

21 However, considering events overall, I am adding the following I view as relevant: on my return  
22 to my apartment **on Wednesday 23<sup>rd</sup> April** late evening, I found ‘[a notice](#)’, headed “**Lynton**  
23 **Services Mayfair (1994) Ltd**’ – stating:

“*Please be advised of the following important information... work regarding water  
hygiene treatment will be taking place on Thursday 24<sup>th</sup> April...between the  
approximate hours of 9am to 5pm...*”

“**Unhindered access to ALL flats will be required throughout the duration of the  
works.**”

24 It therefore gave me less than a 12-hour notice (unlike e.g. the 28<sup>th</sup> March ‘notice’ that gave  
25 about 10 days).

26 I was in my apartment – and nobody came – because “*the work*” did not take place. There  
27 certainly was no activity in the block to suggest that anything was taking place.

28 Further, no reference was subsequently made to this – which could have been done in e.g. the  
29 next ‘notice’ of [8<sup>th</sup> May 2014](#) from “Lynton Services”.

30 How do you explain that? (Spare me the “*human error*” excuse).

31 **2. Contents and timing of correspondence in relation to “[the boiler works](#)”**

32 **2.1. Page 2 of your [30<sup>th</sup> May 2014](#) letter: “*I advise you our company are not the*  
33 *only company who have to carry out radiator valve replacements...*”**

34 Although in my letter to you of [15<sup>th</sup> May](#), I captured extracts from the [3rd April 2014](#) letter from  
35 [Jon Wolbrom, Martyn Gerrard](#), to me – I am repeating them, because they – as well as

1 subsequent events (added to the above about the escape of water, and the “24<sup>th</sup> April notice”)  
2 – lead to the conclusion of a double-act between you and [Martyn Gerrard](#) - [et.al.](#):

“...*the boiler works for Jefferson House will commence on 28<sup>th</sup> April 2014 and are anticipated to take approximately 5 weeks*”

“*During this period...there will be an opportunity for any lessee who requires new thermostatic valves stored on their radiators to have them installed by [Linton \(sic\) Services](#)*”

“*Linton (sic) Services are the only company that has authority to carry out these works and they can provide you with a direct quotation for these works*”

3 The assertions cannot be any clearer. I will *not* accept that you did not discuss this with [Martyn](#)  
4 [Gerrard](#).

#### 5 **OUTCOME:**

6 ■ ‘Your being’ “*on vacation and only just returning to [your] office*” ‘2 weeks after’ delivery of  
7 my letter (1<sup>st</sup> paragraph of your [30<sup>th</sup> May 2014](#) letter);

8 ■ my not being given your letter until 12<sup>th</sup> June – in spite of it being delivered to the office of  
9 my PO Box on [31<sup>st</sup> May](#) (this is a separate ‘story’);

10 ■ the [10<sup>th</sup> June 2014](#) letter from [Nigel Martin, Martyn Gerrard](#) (hand-delivered on the 11<sup>th</sup>) -  
11 stating that “*on Monday 16<sup>th</sup> June...Lynton Services will be in a position to **recharge the***  
12 *heating installation...access to all flats will be required so that venting and purging can*  
13 *take place...*”...

14 ...meant that I only had from Thursday 12<sup>th</sup> June, afternoon, to find a plumber who could come  
15 and replace the valves on my radiator by Sunday 15<sup>th</sup> June i.e. while the heating system was  
16 drained (<sup>1</sup>). Luckily, in spite of the obvious game plan, I was able to do this – as your sub-  
17 contractor, [CMB Services](#), who carried out “*the boiler works*”, can testify from coming into my  
18 apartment on Wednesday 18<sup>th</sup> June.

19 I am copying this letter to my insurer, as well as your letter to me of [30<sup>th</sup> May 2014](#).

20 Yours sincerely,

21 Klosterkotter-Dit-Rawé

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<sup>1</sup> A plumber who gave me quote on Friday 13<sup>th</sup> spoke, on site, to the CMB Services contractors, asking if the refilling of the heating system, due to take place on Monday 16<sup>th</sup>, could be delayed. They agreed, although said that they would need to discuss it with Martyn Gerrard. In the light of my experience by then, I assumed that it was safer to not count on a delay being implemented – and to therefore ensure having the replacement of the valves on my radiator completed over the weekend.

On [Monday 16<sup>th</sup> June](#), a ‘notice’ from “[Lynton Services](#)” was pushed through my letter box stating: “*Heating installation is to be refilled and recharged with water on Wednesday 18<sup>th</sup> June 2014*”

41 Old Brompton Road  
London  
Greater London  
SW7 3JG

Post Office Ltd.  
Your Receipt

*Graham Garland  
Lynhow Service*

Date and Time: 23/06/2014 11:49  
Session ID: 3-975946  
Dest: UK (EU)  
Quantity: 1  
Weight: 0.024 kg

Signed For 1st Letter £1.72

Total Cost of Services £1.72

Posted after Last Collection? No

Barcode: KF2710081506B

DESTINATION ADDRESS  
Building Name or Number Postcode  
PO BOX 49 TN157SQ  
Address Validated? N

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Your Receipt FAD: 019008

South Kensington Station  
41 Old Brompton Road  
London  
Greater London  
SW7 3JG

VAT REG No. GB 172 6705 02  
Date of Issue: 23/06/2014 11:49  
SESSION: 3-975946

	Item Price		Total (£)
	ex VAT	inc VAT	
(E)Signed For 1st Letter	1.72	1.72	1.72

(S)=Standard Rate (Z)=Zero Rate (E)=Exempt

TOTAL DUE TO POST OFFICE 1.72

Cash BALANCE	FROM CUSTOMER	1.72
		0.00

Please retain for future reference

Thank You

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