

# MARTIN RUSSELL JONES

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CHARTERED SURVEYORS

Management Department  
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Ms N Rawe  
Flat 3 – Jefferson House  
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London SW3 1AX

A letter that has the 'ANDREW LADSKY TRADEMARK'...

...dictated/supplied to Ms Joan Hathaway, MRICS (Member of the Royal Institution of Chartered Surveyors)

Our Ref: JH/HV

16 December 2002

Dear Ms Rawe

## Jefferson House

We are in receipt of your letter dated 25 November 2002. Pursuant to clause 2 of the LVT Directions, we reply to you as follows and have forwarded a copy to Mr D Stewart, Clerk to the LVT. We note the contents of your letter which significantly re-address a number of matters which have already been answered in full. We would also draw your attention to the Chairman of the Tribunal's instructions where he indicated that the Tribunal was concerned with the reasonableness of service charges as set out in Section 19 of the Landlord and Tenant Act 1985 and not with other matters you may wish to raise that do not form part of this application and over which the LVT have no jurisdiction. In any event, you have raised alternative matters on numerous occasions previously and they have been answered in accordance with our and our Clients' obligations to you and in full. You are, of course, entitled to make, and we will deal with, any reasonable requests for information or comment and other items affecting your occupation of the property. We shall, therefore, confine ourselves in our reply to the actual building works that are proposed.

You have indicated that it is impossible for you to answer the question of whether or not you dispute any item. We have, on a number of occasions, provided you with the information that you have required. You have also inspected this information at the Porter's office in the building. It seems you agree that the building needs redecoration and that there are a number of other works to the property that must clearly be addressed and we cannot, therefore, understand why you should be asserting that you cannot ascertain what the works consist of. A report, stretching to several hundred pages, has been available to you for many months and we have been informed by the Porter that you have, in fact, inspected the same likewise we have been told, you have also seen the appropriate tender documentation.

Whilst we would very much like to assist you in any way we can, we have become somewhat frustrated and are at a loss to understand what comments you are actually making in relation to the proposed works. Aside from value judgments which are wholly incorrect, we cannot ascertain what you are complaining of if, in fact, you are complaining at all.

(A) And residents pay for these people!

Contd/....

(B) In 89-90 it was insured for £3.484 = same!

How can this be explained?

- In 91-92 it was insured for £4.874m.

(C) Consider this vs. the North London County Council claim filed on 29 Nov 02.

(D) See their 7 June 2001 letter.

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(B) As far as the points 1.3 - 1.6 are concerned, we would comment as follows. The insured value of the building is in excess of £3.5m and not as you state. We would also like to point out to you that the building you occupy was constructed before the turn of the 19 Century and to some extent has come to the end of its useful life. It is, therefore, necessary periodically to carry out works to refurbish the building to bring it up to an appropriate standard which will make it fit for continued occupation. Buildings do deteriorate and need constant attention and refurbishment. The service charges have been very low for some considerable time. There is no intent to charge residents twice, nor have any documents been tampered with.

(C) The price obtained from Kilby & Gayford, we believe, to be extremely competitive and advantageous to the tenants in the block, the vast majority of whom have paid and have made no comment whatsoever in relation to the conduct of the tendering process or the preparation of documents and who are anxious for the building works to commence as speedily as possible. The existing sinking fund is to be kept in

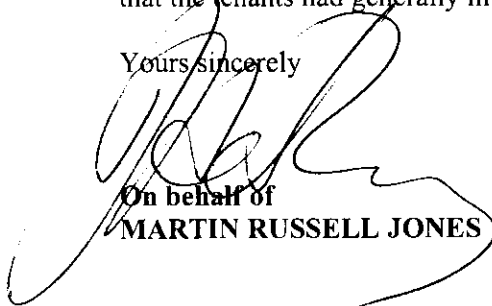
(D) reserve for potential future expenditure which can arise. We believe it to be prudent housekeeping to have a sum available to carry out emergency works and ongoing maintenance.

We do not propose to comment on points 2 and 3, save to say that your requests have been answered properly and in full insofar as they have been reasonable.

In conclusion, we should like to observe and point out to the LVT that during the entire period of our management of the building, which has been over a period of many years, you have frequently not fulfilled your service charge obligations under the terms of your Lease. We do feel this is a matter of some relevance to the LVT and we and our Clients cannot help but draw the inevitable conclusion that the correspondence in which you are consistently latterly engaging is for the purposes of avoiding the perfectly reasonable demand for payment of the sum due to refurbish the building.

We are always happy to deal with any tenant's reasonable and proper requests and meet them should they so wish. In this regard, we were most surprised that you did not attend the residents' meeting we arranged where a full and meaningful discussion took place, satisfying, we believe, a number of queries that the tenants had generally in the block.

Yours sincerely

  
On behalf of  
MARTIN RUSSELL JONES

	<u>Insured</u> <u>VALUE</u>
1988 - Sun Alliance	£2.8m
1989 - " "	£3.4m
1992 - " "	£4.9m
2000 - Commercial Union (?)	£1.8m.

16 Dec 02 - Ms MATHAWAY £3.5m

= Same as in 1989-90

= no increase in value over 10 years !!!