

# MARTIN RUSSELL JONES

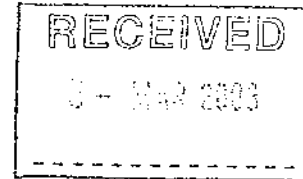
See my 02.02.05 complaint against MRJ to the RICS - that was, 'of course', DISMISSED - snapshot OVERVIEW Note 5

Central,  
NW4 3JL

CHARTERED SURVEYORS

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Our Ref: JH/HV

4 March 2003

**F R A U D - By the EVIL, LYING, CRIMINAL VERMIN  
LED BY ANDREW DAVID LADSKY, actively  
protected and assisted by the British State  
See my Comments attached**

Dear Mr Gale

Jefferson House, 11 Basil Street, London SW3 1AX

Further to the copy of the Report that you forwarded to us received from Mr T Brock of Messrs LSM Partners, we have been asked by our mutual client to comment on those items which relate to the management of the building rather than the specification and tenders received.

For ease of reference I have used the same numbering as Mr Brock under paragraph 6 of his report.

11. As you are aware we have in fact already undertaken a partial survey of the drainage to the property following problems with rats in flat 1. The CCTV survey was undertaken by Rentokil and this did show that there were problems in certain areas in the drainage run that was investigated. We have of course forwarded the copy of the video to you for your information.
19. With regard to the asphalt roof, you will obviously be able to comment in respect of the proposal to repair rather than renew the existing asphalt roof. Note A

We do however wish to make a comment regarding the proposed penthouse. The original application for planning permission was submitted in 1998. As you are aware the submission of a planning application does not necessarily ensure that the project is viable and we understand that although planning permission was granted it was subsequently found that the scheme was not a viable proposition. The planning permission was renewed in 2001 to ensure that it remained open and at the current time there are no plans to build the penthouse at the property. As you are aware there are problems with water penetration into both the bedroom and the bathroom of flat 34 and in addition to this there had been a number of leaks in various places over a number of years. Flat 35 is now also suffering significant water ingress. Note B

Note C

Contd/....

- 20 We would confirm that there have in fact been problems with water penetration into the 3rd floor flats below the top floor i.e. flats 32 and 33. This has been caused by the gable roof and downside gutters over a number of years.
- 21 We would inform you that the pigeon netting to the property has been in place for a number of years and was in fact installed by Rentokil, one of the country's leading experts in pest control.
- 27 There is a continual problem of reliability with the lift and we enclose herewith a copy of a letter from the Lift Engineer detailing the call outs to the property over the last six months. This list only deals with the emergency call outs and obviously there have been other visits in respect of normal maintenance when other matters have been dealt with. The general consensus of both the mechanical report and also that of the lift engineers who maintain the lift on the daily basis is that the lift has reached the end of its useful life. There are a large number of elderly residents in the property who rely on the lift and the recent unreliability has caused a number of problems for them. They are entitled to expect a reliable lift and although we appreciate Ms Dit-Rawe resides in the basement area and does not use the lift, this however does not release her from the obligations under the terms of the lease to pay for its refurbishment. Note D
- 34 The sinking fund has not been utilised to contribute to the cost for the works as sums involved would be insufficient to cover the cost of the contract. The reserve fund is being held back in case of any emergency including any works required prior to this contract being instigated. The reserve fund was not increased to a high level as discussions with the then active Residents Association under the Chairmanship of Mrs [REDACTED] did not want the service charge increase to provide large reserve but to pay as and when major works were required. The building was constructed in 1860 and therefore it is prudent to ensure that although sufficient funds are not available to undertake the full contract there are funds available should emergency works be required in the short term. Note F
- 35 The lease does not state that there should be freedom of worry from unexpected repair bills and as such in this particular block people prefer to be billed as and when works are required of a major nature rather than large reserves accumulated which they do not have in their individual control. Note G What a MAFIA!

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We would inform you that works were undertaken to the structure of the building as needed; however we were fully aware together with the Residents Association headed by Mrs [REDACTED] that the external and internal redecorations of the property were due. The Residents Association did not want to go ahead with the external redecorations pending the outcome of the original planning application submitted in 1998 despite our informing them that works were required. They wished to wait until the penthouse was built which would have relieved them of the cost of paying for a new roof. When it was obvious that the penthouse was not going to be built the deteriorating condition of the roof, lift and boiler together with the external redecoration caused us to start the procedure which resulted in the specification and tenders that are now before the Tribunal.

Note H

Note I

Note B

Obviously the residents have significantly benefited from the delay in the redecoration as otherwise they would by now have had to pay twice for the external and internal redecoration including the scaffolding. !!!

- 36 We would advise that the boilers are working, however, the system is not functioning satisfactorily the problem not least being that the top floor flats do not receive sufficient heating in the winter months. Under the terms of the lease they are entitled to receive adequate heating and therefore steps need to be taken to ensure this is achieved.
- 38 As you are aware from our previous schedule the external redecoration is some 9 years old and although it is deteriorating it has lasted well for that time scale. The last external redecoration was undertaken by Messrs Mullen and Lumsden who are part of the Harry Neal Group who as you are aware are a well known company with high standards of work.
- 39 We agree that damaged asbestos should be dealt with, however, at the initial inspection the ceiling was not damaged as shown in your photograph and therefore we are concerned as to when this damage was done.

Note J

### Repair v Improvement

We note the bullet points produced by Mr Brock and would comment as follows:

The fire alarm system proposed under the specification has been accepted by 34 out of the 35 tenants at the property. It will be of benefit by increasing the safety of all residents particularly those on the higher floors where adequate warning could potentially save lives. Ms Dit-Rawe is lucky in being in the basement area and therefore having an emergency exit via the windows of her flat in addition to her front door.

Note K

WHAT ABSOLUTE VERMIN!

Contd/...

The list as detailed in the attached letter from Amalgamated Lift requires substantial work and it is not financially viable to repair a lift where, as in this case, the components are obsolete and no longer obtainable. The comments in respect of the porter's area do not take into account the fact that at the time of the construction of the area the need for major works was anticipated and therefore only a basic room was provided for him. The old porter's flat was sold by the head-lessee at arm's length as part of the assets of the head-lessee and was not owned by the lessees of the property.

Note D

With regard to ventilation, as Mr Brock has mentioned in his report, there are substantial problems with heat in the block and there is no means of natural ventilation for the whole area. Previous attempts to ventilate this area by way of non-mechanical means have not worked and therefore it is essential for the benefit of the porter and the residents that some form of ventilation be provided to the hallway area. It must be remembered that the property is located in Knightsbridge only some fifty metres from Harrods and therefore the standard of decoration should reflect its location. The use of recessed down lights is not significantly more expensive than the replacement of the existing light fittings and as a large majority of people within the block have paid they are obviously in agreement with this.

The comments in respect of the carpet are noted, however Mr Brock agrees that the entrance carpet has many defects and is in fact threadbare and shrunken in a number of places. Obviously there are areas where wear is not a substantial problem but you cannot have a patchwork quilt of different carpets within the building. The pictures taken of least wear are taken on the 3rd floor where there is very little traffic but the areas which have been used substantially by lessees, visitors and tradesmen are in need of renewal. The minor point of the plant in the reception area fails to acknowledge that there is already a display in this area and in fact provision of a better flower/plant display in the reception area was one of the main points that the previous Residents Association was keen to ensure happened.

We have already mentioned the question of ventilation to the common parts and dealing with the porter's room.

We would point out that there are 5 people who have not paid and the vast majority are in agreement with the specification, tender and cost of the works involved. We are being contacted by Residents at the property requesting to know when the works will be started as they wish to see an improvement in the appearance of the building. They are concerned that one lessee is delaying the implementation of the works and also possibly increasing the costs to those lessees that have already paid their contributions due to the time delay and increase costs required by Kilby and Gayford Limited

Note L

**LYING, SATANIC CRIMINAL VERMIN**

JH/IV

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I trust that this assists you in replying to Mr Brock's report and deals with the points that do not specifically relate to your work.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Joan Hathaway', with a large, stylized flourish at the end. To the left of the signature, the initials 'P.M.' are written in a smaller, less stylized hand.

**JOAN HATHAWAY BSc MRICS**  
for Martin Russell Jones

Encl - You have already received them separately

This is another [Rachman Andrew David Ladsky](#)'s style letter – preceded by the [20.01.03](#) and [16.12.02](#) letters.

### NOTE A

See how the “**repair**” rather than “**renew**” ([Brian Gale](#)'s [02.02.xx](#) 'condition survey') ACTUALLY translated: **the WHOLE ROOF was DEMOLISHED in order TO BUILD A PENTHOUSE** – which [Brian Gale](#) – [Mansell Construction Services](#), in their [04.11.xx](#) “**Description of works**” described as “**REPLACING ASPHALT ROOF**”: [Major works](#) ; [Photo gallery](#)

### NOTE B

“**A [planning application](#) was obtained [see [Planning applications](#)], but it was subsequently found that the scheme was not a viable proposition; there are no plans to build a penthouse at the property**”.

And page 3: “**When it was obvious that the penthouse was not going to be built...**”

How it translated in practice.

Joan Hathaway's  
PREVIOUS  
DENIALS to me:  
26.03.02 ; 30.08.02



Back of Jefferson House – **July 2002**



Back of Jefferson House – **September 2005**

See [Photo gallery](#)

Of course, THEY CONTINUED TO REPEAT THE LIES: 14.07.04 and 02.08.04 letters 'from' BARRIE MARTIN, FRICS, MRJ...and had the nerve to blame for the LVT action: 04.08.04 letter

### NOTE C

Surprise, surprise! **Flat # 35 = Ladsky's apartment** (registered in Sep 2000) (for others see [Owner's identity # 4](#))

### NOTE D

“**Continual problem of reliability with the lift**” ; “**copy of a letter from the lift engineer**”

**CONTRADICTED** by [London LVT](#) report of [17.06.03](#):



Para.20: "*Mr Jones said that a lift survey had been carried out by a specialist John Bashford, in February 2002. He said that the report, on the condition at the time, had been "a wish list".*

pg 11, paras 16.25 and 16.26: "*No copies of the current insurance company reports were available.*

*There was no documentation for tests and examinations ...*

*No copies of the lift maintenance contractors service were available"*

*We are given to understand that the current lift maintenance agreement includes 12 visits per annum. The last recorded maintenance detailed within the on-site log was 11 October 2001, consequently the **routine visits of November, December 2001 and January 2002 appear to have been missed**"*

**REALITY: A new lift was 'required' to service an additional floor i.e. the penthouse**

#### NOTE E

**"There are a large number of elderly residents in the property" WHERE? = LIE!**

**"...although we appreciate Ms Dit-Rawé resides in the basement area and does not use the lift". Oh dear! oh dear! Ms Rawé is SO 'inconsiderate' of the "many elderly residents". What AN EVIL MAFIA!**

#### NOTE F

**"The sinking fund has not been utilised to contribute to the cost for the works as sums would be insufficient to cover the cost of the contract".**

How about that for an OUTRAGEOUS argument!

**v. her 07.06.01 letter** (nearly 2 years PREVIOUSLY): "**At present, there is approximately £125,000 in the Reserve Fund, but in view of the scope of works required to be carried out it is anticipated that this sum will be inadequate to meet the costs. This means that...a notice will be served on you giving details of the **additional payment required from you**...**"

**6 months LATER**, in her 21.12.01 letter to the Jefferson House leaseholders, Joan Hathaway, MRICS, MRJ, wrote: "**We have to state that the sum quoted may be exceeded due to disbursements but these will be of a minor nature. Sufficient funds are held to cover the cost of the works within the Reserve Fund"**

**6 months AFTER that**, in 'her' 15.07.02 - TOTALLY UNSUPPORTED, because FRAUDULENT demand (LVT # 4 ; Sale of apartment) - 'she' was asking for **£736,200** (US\$882,000) - **£14,400** (US\$25,400) from me in 'her' 17.07.02 'invoice'

Para.63 of the London LVT's 17.06.03 report:

***"The wording of the clause relating to the contingency or reserve fund in the lease is unambiguous. It refers to costs expenses and outgoings "not being of an annual recurring nature", and as such surely envisages the type of works proposed at the subject property. Although the tribunal has no power to order the Applicant to make payments from the contingency fund, the Tribunal considers it inequitable that this fund should not be used in part to fund the works, and cannot accept Mr Warwick's contention that to divest or reduce the contingency fund would be "wrong"***

**OF NOTE:** Ladsky TOOK the contingency fund into consideration in his [21.10.03 'offer'](#) to me for **£6,350** (US\$9,900) (v. the £14,400 demanded in the [17.07.02](#) 'invoice'; [29.11.02](#) claim, and [Particulars of claim](#) filed in [West London County Court](#) – preceded by the [07.10.02](#) threat of forfeiture) (seizing my apartment) if I failed to pay immediately the £14,400 demanded)

**The reason he did:** because I flagged-up the [07.06.21](#) letter from [Hathaway](#) e.g. **para.26** of my [19.10.03 Witness Statement](#) ([19 Oct 03 Wit.Stat](#)) ('my' advisors [Piper Smith Basham\(Watton\)](#) and [Stan Gallagher](#) batted for [Andrew Ladsky](#): [my Comments to the 13.11.03 reply to 'the offer'](#))

**IN BREACH OF MY FELLOW LEASEHOLDERS' RIGHTS,** the contingency fund (among other) was NOT taken into account in the demand from them: [29.08.06](#) letter from the [ICAEW](#) : [OVERVIEW # 3](#) ; [West London County Court # 6 , # 8 , # 9](#) ; [Pridie Brewster # 2 , # 3 , # 18](#))

#### NOTE G

***"... the Residents Association did not want the service charge increase to provide large reserve, but to pay as and when major works were required"***.

I doubt that.

What the [Head of the Residents Association](#) realised was that a FRAUD was being set-up by [Ladsky](#) – and he harassed the person viciously and mercilessly to make her leave – and therefore terminate any opposition to his FRAUDULENT activities. See also [Notices by landlord](#)

#### NOTE H

***"We would inform you that works were undertaken to the structure of the building as needed"***

Contrast that with [Brian Gale](#)'s:

- (1) [13.12.02 "Expert Witness"](#) report to the [London LVT](#), para.2.03 ***"...serious nature of the dilapidations and disrepair noted"***
- (2) [24.02.03 "Expert Witness"](#) report to the [London LVT](#), para.5.09: ***"... the building is in dire need of significant works..."***



## NOTE I

**"The Residents Association did not want to go ahead with the external redecorations pending the outcome of the original planning application submitted in 1998 despite our informing them that works were required"**

Easy to blame the person who was running the Residents Association as Ladsky succeeded in making her leave – **Note G, above**

## NOTE J

Contrast that with the above – Note H – "works were undertaken as needed"

## NOTE K

**"...where adequate warning could potentially save lives. Ms Dit-Rawé is lucky in being in the basement area..."**

Oh dear! Oh dear! Again, that 'inconsiderate' Ms Rawé – who, in addition to expecting the "many elderly residents" to walk up the stairs (Note E, above), does not even care 'that people could die in a fire'. **WHAT ABSOLUTE VERMIN!**

**"LUCKY"... TO LIVE IN A 'CONCENTRATION CAMP' CONTROLLED BY AN EVIL, CRIMINAL VERMIN!?!?!?"**

Note also para.50 of the [17.06.03](#) report from [the LVT](#): "A letter from Mr Ladsky, the lessee of flats [34 and 35](#) dated 28 April 2003 stated: "31 or 32 of the 35 tenants have paid their contribution towards the major works. They are, therefore, in agreement with both the scope and cost of the proposed refurbishment"

## NOTE L

**"...there are 5 people who have not paid and the vast majority are in agreement with the specification, tender and cost of the works involved"**

**"We are being contacted by residents at the property requesting to know when the works will be started as they wish to see an improvement in the appearance of the building"**

**"They are concerned that one lessee is delaying the implementation of the works and also possibly increasing the costs to those lessees that have already paid their contributions due to the time delay and increase costs required by Kilby and Gayford"**

## LYING, SATANIC, CRIMINAL VERMIN

**3 months BEFORE this letter** - There were 11 leaseholders on the [29.11.02 West London County Court](#) claim, [representing 14 apartments](#) – for which Joan Hathaway, MRICS, MRJ, [ENDORSED the Witness Statement](#) – claiming that we ALL owed the July 02 demand (Note F, above).

**4 months BEFORE** - We, leaseholders, were SPECIFICALLY TOLD at the 29 Oct 02 pre-trial hearing ([LVT # 3](#)) to **NOT pay the 'service charge'** - **UNTIL** the tribunal had issued its 'determination' – AND it HAD BEEN IMPLEMENTED.

To this effect we were given [this leaflet](#), which on page 5 states: "...a recent Court of Appeal case ruling (*Daejan Properties Limited v London Leasehold Valuation Tribunal*) determined that **LVTs only have the jurisdiction to decide the reasonableness of disputed service charges that are still unpaid...**"

The report from the [London LVT](#) is dated [17.06.03](#) i.e. **3 months AFTER** this **4 Mar 03** letter.

The **outcome was reduction of nearly 70% in the sum demanded** (incl. the contingency fund) – **from £736,200** (US\$1.3m) **down to £236,000** (US\$416,000) ([LVT # 4](#) ; [Brian Gale](#); [OVERVIEW # 2](#))

Para.64 of the [17.06.03](#) LVT report i.e. **more than 3 months AFTER** this **4 Mar 03** letter "...**the Respondent and other tenants (NB !!!) could not be forced to contribute in the case of improvements and / or works not determined as reasonable by the Tribunal**"

(see [Pridie Brewster](#) for my reply to the ICAEW who attempted to use this as 'justification' for "the extra payment")

Because these findings 'did not suit' '[Dear Mr Ladsky](#)', the mafia **IGNORED** the [17.06.03](#) LVT report – and **appointed Mansell**, a new contractor ([02.08.04](#) letter 'from' [Barrie Martin, FRICS, MRJ](#)) – **WITHOUT going through the consultation procedures** – thereby amounting to a breach of the leaseholders' statutory rights ([OVERVIEW # 5](#)).

It meant that **the MAXIMUM that could be demanded of EACH apartment was £250** (US\$440) – **v. the £500,000 that was PAID** ([29.08.06](#) letter from the [ICAEW](#)) **and KEPT** ([OVERVIEW # 5](#))

[West London County Court](#) was instrumental in making at least 7 leaseholders pay BEFORE the tribunal issued its report ([OVERVIEW # 3](#))

NOTE ALSO, the subsequent letter of [26.03.04](#) 'from' Joan Hathaway i.e. **1 year AFTER** this 4 March 03 letter: "**Due to excessive delays in collecting the contribution from all lessees**" v. her claim "**there are 5 people who have not paid**" (see [OVERVIEW Note 5](#) for a snapshot of letters 'from' [Martin Russell Jones](#) – clearly demonstrating **the endless LIES**)

= A letter in the same vein as those from e.g. another of [the mafia's members, Lanny Silverstone, CKFT](#) – because clearly written / dictated by [Ladsky](#) e.g. [07.02.10](#) threatening to seize my apartment unless I paid immediately the £14,400 demanded ; the [03.02.04](#) claim that "The due process of law is under way to claim the perfectly proper service charges that are due from you" – so "proper" that **8 months later**, in the [21.10.03](#) 'offer', he **knocked off more than £8,000** from the demand of £14,400 (US\$25,400): [17.07.02](#) ; [29.11.02](#) claim and [Particulars](#),, etc., etc., etc.

**THESE PEOPLE EPITOMIZE THE DEFINITION OF SATANIC, CRIMINAL VERMIN**