

Ms J. Hathaway
Martin Russell Jones
5 Watford Way
Hendon Central
London NW4 3JN

My 02.02.05 complaint against MRJ to the RICS was, 'of course', DISMISSED! - snapshot OVERVIEW Note 5 (Ditto re. my complaints against the solicitors and 'my' barrister: OVERVIEW Notes 2 to 4)

Ms N K-Dit-Rawé
3 Jefferson House
11, Basil Street
London SW3 1AX

(By Special Delivery)

London, 19 May 2004

Dear Ms Hathaway

EVIL, CRIMINAL VERMIN - LED BY ANDREW DAVID LADSKY, actively protected and assisted by the British State
See OVERVIEW, covering MAJOR WORKS, SALE OF APARTMENTS, EXTORTION, etc.
See my COMMENTS attached

As managing agents for the block, you are in flagrant, continued breach of my lease and of the Landlord & Tenant Act 1985 by not providing me with year-end accounts for Jefferson House since 2001 - and of Landlord & Tenant legislation by, likewise, ignoring my repeated requests for a copy of the trustee accounts

1. Year-end accounts for Jefferson House

To date, you still have not provided me with the year-end accounts for Jefferson House for year-ending 2002. This is in spite of my asking you in a recorded delivery letter, dated 9 October 2003.

I also highlighted non-provision of this information to Cawdery Kaye Fireman & Taylor (CKFT), 'Steel Services' solicitors, in my Notice of Acceptance dated 19 December 2003.

(And, of course, neither have you provided them for year-ending 2003)

My lease states:

Clause 2 (i)

"As soon as practicable after the end of each financial year of the Lessor the Lessor shall furnish to the Lessee an account of the Service Charge payable by the Lessee for such financial year together with a copy of the Accountant's Certificate..."

You are also in breach of the Landlord & Tenant Act 1985, Section 21 (4) which states:

"the landlord shall comply with the request within one month of the request, or within 6 months of the end of the period"

In my letter dated 31 December 2003, I pointed out to you that, although I had not received the half-yearly demand for the service charge – due in December - I was nonetheless sending you a £100.00 cheque in payment of the ground rent for period 25 December 2003 to 23 June 2004. You cashed this cheque on 9 February 2004.

To date, I still have not received the half-yearly demand for the service charge.

2. Trustee accounts

In spite of 5 specific requests, to date you still have not sent me a copy of the trustee accounts

Clause 5 (7) of my lease states:

"...to pay the Contingency Payment into a designated Account to be maintained by the Lessor with a Joint Stock Bank..."

Landlord & Tenant legislation states that:

"Service charge funds must be held in a designated trust account and the service charge payers have rights to information"

I have requested a copy of these accounts in my letters of:

- 15 May 2003 – to you
- 1 June 2003 – to you
- 23 June 2003 to West London County Court – on which I copied CKFT
- 6 July 2003 – to you
- 9 August 2003 to West London County Court – on which I copied CKFT

In several of these letters, I stated the following:

“As per my rights under the Landlord and Tenant Act, and as a contributor and beneficiary to the trust fund in which contributions to service charges - including for major works - are held, can you please send me copy of the statements issued by the bank(s)/building society(ies) in which the trust fund is held for the period starting December 2002”.

I also added that I would pay for reasonable photocopying costs.

As I asked in my letter to the Court of 9 August 2003:

“Why have these statements not been provided? What does Steel Services have to hide?”

I therefore, yet again, reiterate my request for:

1. the year-end accounts for 2002 and, given that we are nearly in June, the year-end accounts for year-end 2003
2. a copy of the statements issued by the bank(s)/ building society(ies) in which the trust fund is held for the period starting December 2002

Yours sincerely,

N K-Dit-Rawé

cc. Cawdery Kaye Fireman & Taylor (Recorded delivery)

Royal Mail
special delivery

guaranteed by 12 noon **next day**

to Name Malkinson
Address 5 Watford Way
Hendon Central
Postcode NW4 3JN

Moneyback guarantee for delay. You can claim compensation of up to £250 for lost or damaged items.

- Tick if you want a higher than standard compensation limit (this costs more).
Tick one level Up to £1,000 Up to £2,500
- Write your address below.
- Hand this label and your package in at a Post Office® branch.

Ref: ZU 2489 0836 0GB

Royal Mail
recorded 1st or 2nd class

Signed for

Standard postal service with signature and barcode scanning on delivery. Ideal for items you might need to prove were received, like job applications or legal documents.

Use **Special Delivery** for guaranteed next morning delivery with the security of barcode tracking throughout and compensation for loss or damage.

write details of where your item is going

Name CKFT
Building name or number, street High St Hampstead
London
Postcode complete in full N.W. 3. 1. 0. A

Reference **DT 6964 1122 2GB**

Stick barcode labels to top left of package

MY LEASE

Clause 2(2)(e) Costs to be included in the service charges "...as the accountant may in his reasonable discretion consider it reasonable to include...by way...of costs expenses and outgoings already incurred or by way of provision for expected future costs expenses and outgoings..."

Clause 2(2)(f) "As soon as the accountant shall have determined the amount of the service charge payable by the lessee for the relevant financial year..."

...the accountant shall prepare a written statement containing a summary of the costs expenses and outgoings incurred by the lessor during the relevant financial year together with any future sums indicated by the accountant pursuant to Clause 2(2)(e).. and specifying the amount of the service charge payable by the lessee...

...and in the accountant's certificate, shall certify... that the sum specified as aforesaid represents the amount of the service charge payable by the lessee... "

HENCE: By October 2003, I SHOULD HAVE BEEN SUPPLIED WITH THE 2002 ACCOUNTS.

Note that, the CRIMINAL VERMIN had sent me a **TOTALLY UNSUPPORTED – because FRAUDULENT - 17.07.02** demand of £14,400 (US\$25,400), 'based' on the **15.07.02** demand for £736,200 (US\$1.3m) (OVERVIEW # 1)

(Triggered by my **19.10.03** Witness Statement (19 Oct 30 Wit.Stat.), Rachman Andrew David Ladsky made me a **21.10.03** 'offer' for £6,350 (US\$11,200) – which, legally, I did NOT either (OVERVIEW # 2 and # 3)

Note also that the **2001 'accounts' BREACHED Clause 2(2)(f) of MY LEASE:** "As soon as the accountant shall have determined the amount of the service charge payable by the lessee for the relevant financial year....the accountant shall prepare a written statement containing a summary of the costs expenses and outgoings incurred by the lessor during the relevant financial year together with any future sums indicated by the accountant pursuant to Clause 2(2)(e).. ...and specifying the amount of the service charge payable by the lessee..."

The **17.07.02** £14,400 demand, sent with the **15.07.02** letter, **was NOT in any way shape or form reflected in the 2001 year-end accounts** as they do NOT include "costs the lessor shall expect to incur at any time after the end of the relevant financial year in respect of the said Fourth Schedule Expenditure...by way of provision for expected future costs expenses and outgoings...": **Clause 2(2)(e)**

(The blatantly obvious breach of covenant by Ladsky and his gang of racketeers with their **17.02.02** demand - was FINALLY recognised by 'my' advisor, Lisa McLean, Piper Smith Basham(Watton) in her **03.10.03** letter (PSB # 7.9 , Gallagher # 1.6))

As an introduction to the next points: 'MY' ADVISORS, solicitors: Richard Twyman and Lisa McLean, Piper Smith Basham(Watton), and Counsel: Stan Gallagher – BATTED FOR LADSKY – see my Comments attached to Gallagher's 13.11.03 'draft notice and consent order'

In my [07.11.03](#) letter of instructions to Richard Twyman, I demanded - in line with the covenant in [my Lease](#) (which is a legal contract) - to be supplied with the 2002 accounts for Jefferson House.

Endorsing the breach of this covenant, in his [12.11.03-17h09](#) email, [Gallagher](#) replied "**Similarly, adding conditions for the disclosure of the accounts can only complicate matters further and jeopardise the prospects of compromising the claim on realistic terms.**" ([Gallagher # 2, # 2.1](#)) - as did [Piper Smith Basham](#) by aligning itself with this position ([PSB # 7.9](#)) (see [Malicious Communications Act 1988, ss 1 & 2A](#))

Note that, in his [13.11.03](#) 'Draft Notice of Acceptance', the **only** thing Gallagher wrote in relation to this breach of a legal contract was: "**The absence of due compliance with the service charge certification provisions prescribed by the lease**".

Following my [05.04.04](#) complaint against him to the Bar Council (snapshot [OVERVIEW Notes 2 to 4](#)), under para.55 of his [09.06.04](#) reply, Gallagher wrote "**the more vaguely this argument is presented, the better**". My [29.08.04](#) response, under para.123 was: "**For whom?**" ([Gallagher # 2.1](#))

Under para.68 of my [25.03.05](#) reply to the Bar Council's decision of [27.01.05](#) to, 'of course', REJECT my complaint ([OVERVIEW Notes 2 to 4](#)), I highlighted my disbelief at Gallagher's endorsement of breach of covenants in my Lease, and of my statutory rights under the [Landlord & Tenant Act 1985 Section 21, as well as Section 25](#).

(As detailed below, like me, [Kensington & Chelsea Housing](#) viewed non-performance as a breach of my statutory rights, including amounting to committing a criminal offence: [K&C # 2](#))

By 2004 I STILL had NOT received the 2002 accounts

[Landlord and Tenant Act 1985, s.21\(4\)](#): "**The landlord shall comply with the request within one month of the request or within six months of the end of the period...**" (year-end for the accounts)

Over a period of nearly 1 year, [Joan Hathaway, MRICS, MRJ](#), continued to ignore repeatedly my subsequent demands for a copy of the 2002 accounts: my initial letter to her of [09.10.03](#), followed by my letters of: [19.12.03](#) (to [CKFT](#)) ; [19.05.04](#) ; [18.07.04](#) ([MRJ # 37](#)) (e.g. [headers 5.10 and 5.13 of my 02.02.05 complaint against MRJ](#) to the [RICS](#) – which, 'of course', in its [04.11.05](#) 'reply', [DISMISSED](#) ALL of my complaint – snapshot [OVERVIEW Note 5](#)) (Ditto re. my complaints against the solicitors and 'my barrister: [OVERVIEW Notes 2 to 4](#)). (And ditto re. my complaint against the accountants: [OVERVIEW Note 6](#))

It forced me to, in June 04, seek the assistance of [Kensington & Chelsea Housing](#) that sent her a [25.06.04 s.21 Landlord and Tenant Act 1985](#) Notice, stating: "**Section 25 makes it a summary criminal offence to fail to comply with the requirements of Section 21 or Section 22 without reasonable excuse**". ([K&C # 1, # 2](#))

Failure to implement its threat, led me into a long, drawn-out battle with the [housing department](#), followed by a battle with its so-called 'regulator', the [Local Government Ombudsman](#) – **from which – in 2005** (letter of [09.02.05](#)) (*) - **I FINALLY – and ONLY** received a **DELIBERATELY incomplete copy of 'the accounts'** - as the section on the contributions paid by the leaseholders was **WITHHELD**: [LGO # 7](#) **REASON**: because **FRAUD** had been taking place: [29.08.06 ICAEW's](#) letter.

(*) Note that [Barrie Martin, FRICS](#), had sent a copy of the [2002](#) and [2003](#) 'accounts' **3 MONTHS PREVIOUSLY** to [Kensington council](#) (e.g. [16.12.04](#) letter to me from Jean Daintith, Executive Director, [Kensington & Chelsea housing](#) – which sadistically, FALSELY claimed, in the last paragraph: “*the recent provision to you of the accounts*”). **REASON FOR THE DELAY? The sadistic mafia, comprising of council and Local Government Ombudsman that had colluded with the Ladsky mafia, had decided to ‘punish me’ for ‘daring’ to stand up to them.**

‘Of course, both, [Barrie Martin, FRICS, and Joan Hathaway, MRICS, MRJ](#), THEN LIED - by claiming they had supplied me with ‘the accounts’: [19.07.04](#) and [16.03.05](#).

The [2003](#) and [2004](#) ‘accounts’ ‘reflect’ the FRAUD

I replied to Hathaway’s letter of [16.03.05](#), by letter of [30.03.05](#), in which I discussed, in considerable detail, the obvious FRAUDULENT 2003 ‘accounts’.

From my copying him (and many others) on my [30.03.05](#) letter to [Martin Russell Jones](#), in his [15.04.05](#) reply to me, the accountant, [Roger Clement, Pridie Brewster](#), said to be “*unaware of the Leasehold Valuation Tribunal determination of 17 June 2003*” - that reduced the [£736,200](#) (US\$1.3m) [15.07.02](#) demand by [£500,000](#), or by nearly 70% (incl. the contingency fund) ([LVT # 4](#))

From there followed another, long, drawn-out battle, this time with the [Institute of Chartered Accountants in England and Wales](#) ([OVERVIEW Note 6](#)) – leading, more than 1 year later, to a REJECTION of my [19.07.05](#) complaint in the [29.08.06](#) letter.

As can be seen in the [29.08.06](#) letter, the [ICAEW](#) FALSELY “*denies that the 2003 accounts need to be restated*”. Among other (as I wrote in my [30.03.05](#) letter):

- they do NOT reflect the LVT findings;
- the contingency fund was NOT taken into consideration for my fellow leaseholders - unlike in my case: [21.10.03](#) ‘offer’ - because I had kept a [07.06.01](#) letter from MRJ, to all the leaseholders, stating that it WOULD BE used.

Note that under [para.63](#) of its [17.06.03](#) report, the [London LVT](#) wrote: *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”*

How did the [ICAEW](#) attempt to get out of that one in its [29.08.06](#) letter? By stating: “*What is crucial in the decision is that the LVT stated that tenants could willingly contribute towards the extra costs should they wish to do so*” UNBELIEVABLE!

As I captured under [Pridie Brewster # 18](#): **IF THE LEASEHOLDERS WERE THAT “WILLING”: HOW COME THEY ENDED-UP HAVING THE [29.11.02](#) CLAIM AND PARTICULARS FILED AGAINST THEM? How do you answer that one [Pridie Brewster and ICAEW](#)?**

(NB: To my [30.03.05](#) letter, I could have added the statement from [Joan Hathaway](#)'s letter of [21.12.01](#) to the leaseholders: "*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*")

The [ICAEW](#)'s [29.08.06](#) letter makes only a passing reference to the '[2004 accounts](#)', and goes on to state that "*the 2005 accounts will be key*" – followed by a list of questions it expected 'ME' to address - thereby amounting to putting the onus on 'ME' to do the job of the accountant!

ABSOLUTELY UNBELIEVABLE! It proves that the "chartered accountant" only does typesetting – without questioning anything (as I wrote in my [01.09.05](#) letter to the [ICAEW](#)).

Re. the [2004 'accounts'](#), Martin Russell Jones sent me a copy of the '[2004 accounts](#)' with a covering letter dated [09.01.06](#) i.e. 2 YEARS after the year-end! Obviously, **no action had been taken**.

A MAJOR POINT: Because the tribunal's findings 'did not suit' '[Dear Mr Ladsky](#)' - who 'needed' the money to make [his multi-million £ jackpot](#) - the tribunal's findings were **TOTALLY IGNORED**.

Instead, a **NEW** contractor, [Mansell](#), was appointed ([02.08.04](#) letter from [Barrie Martin, FRICS](#)) **WITHOUT** going through the legally required consultation procedures. It means that **THE MAXIMUM that could be demanded of EACH apartment was £250 (US\$444) = a TOTAL OF £8,750 (US\$15,429) v. the £500,000+ (US\$882,000) that was PAID - and KEPT** ([OVERVIEW # 5](#))

As [the criminal, vermin mafia](#) **KNOWS** it does **NOT** have to fear sanction from its so-called 'regulators', or from ANYWHERE ELSE in the British State – including, 'of course', [Her Majesty's police that prefers to criminalize the victims of the criminals – instead of the criminals](#) – it has, 'of course' **continued to send me FRAUDULENT upon FRAUDULENT demands** – see [Martyn Gerrard](#), the successor in the [Ladsky's stable of racketeers](#) to Martin Russell Jones.

Consider that these demands are made, in the context of the fact that, in breach of [Clause 2\(2\)\(g\)\(i\) of my Lease](#) - **I have NOT been provided with accounts for Jefferson House since 2004**. Given that what is produced are works of fiction ([Pridie Brewster](#); my [04.10.11](#) response to the GLA survey on service charges, and [my analysis](#) – [My Diary 6 Oct 11](#)), **it could be argued that it makes little difference**.