

Ms 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 Recorded Delivery)

[EVIL. CRIMINAL VERMIN - LED BY ANDREW DAVID LADSKY, actively protected and assisted by the British State](#)

London, [18 July 2004](#)

NOTE that, by then, IN SPITE of having received my [31.12.03](#) letter stating that I HAD PAID FOR THE WORKS ([19.12.03](#) letter to [CKFT](#)), that CRIMINAL VERMIN had sent me a TOTALLY UNSUPPORTED [24.05.04](#) invoice for **£13,430** (I IGNORED – knowing it was BOGUS. Of course, it continued sending them: [21.10.04](#), [16.11.04](#), etc.

Dear Ms Hathaway

1. June-December 2004 ground rent

In my letter dated [31 December 2003](#), I pointed out to you that, although I had not received the half-yearly service charge demand – 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 have not received the service charge for December 2003 – nor have I received them for June 2004.

In spite of the fact that:

1. [Steel Services](#) has had [£6,350 from me](#) now for many months
2. the works have not started

as I did last December, I am enclosing cheque NatWest #1328 for £100.00 in payment of the ground rent for the period 24 June 2004 to 24 December 2004.

2. Year-end accounts for Jefferson House

In spite of my repeated requests, as managing agents for the block you continue to be in breach of the [Landlord & Tenant Act 1985](#) as, to date, you have failed to provide me with the year-end accounts for Jefferson House since 2001. This was detailed to you in a letter dated [25 June 2004](#), from [John Hutchings, Tenancy Relations Officer at the Royal Borough of Kensington & Chelsea Town Hall](#). In this letter Mr Hutchings wrote:

“As you are no doubt aware the Landlord and Tenant Act 1985 makes provisions for leaseholders rights in relation to service charges. Furthermore, these have been extended by the Housing Act 1996. Under section 21 of the above act landlords must provide a statement of relevant costs incurred during an accounting period when requested to do so.

Section 21 (1) of the Landlord and Tenant Act 1985 states that a tenant may require the landlord by writing to provide him or her with a summary of the relevant costs incurred in the last twelve month period. S.21 (4) requires this request to be complied with within one month or within six months of the relevant period which ever is the later.

S.25 makes it a criminal offence to fail to comply with the requirements of S.21 or S.22 without a reasonable excuse. Please respond to this letter within 21 days, failure to do so may result in this authority instigating prosecution proceedings.

A copy of this letter has been forwarded to your solicitors [CKFT](#)”

As I have also previously pointed out, this is also in breach of the terms of [my lease](#) which state:

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...”

3. Trustee accounts

As detailed in my [19.05.04](#) letter, preceding demands were: [15.05.03](#) ; [01.06.03](#) ; [26.06.03](#) ; [06.07.03](#) ; [09.08.03](#)

In spite of 6 specific requests, to date you still have not sent me a copy of the trustee accounts

In my [02.02.05](#) complaint against MRJ to the [RICS](#), I covered it, among other, under headers 6.6 and 1.1.1.4

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.

In your letter of **19 August 2003**, you stated: *“... you have requested copies of the bank statements in respect of the money held for the major works. This is in the form of a Bradford and Bingley savings account and as such we do not receive statements except tax ones in due course”*

Why are you not sending me a copy of the pages of the passbook for this account?

Yours sincerely,

N K-Dit-Rawé

Enc. NatWest cheque #1328 for £100.00

cc. [Mr John Hutchings, Tenancy Relations Officer, RBK&C](#)

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	JOAN HATHAWAY MANKEN RUSSELL D.
Building name or number and street	3 WOLFORD WAY, LONDON
Postcode complete in full	N.W.4, 3.J.N.

Reference

DT 8598 8259 9GB

Stick barcode label 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' [DISMISSED](#) ALL of my complaint – snapshot [OVERVIEW Note 5](#)) (Ditto re. my complaints against the solicitors and 'my barrister: [OVERVIEW Notes 2 to 4](#)).

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 - I 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.**

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.**