My **02.02.05** covering letter to the RICS

- Events discussed under **RICS ;** - Snapshot: **Doc library # 6.2**

*Ms Noëlle Klosterkotter-Dit-Rawé*
*3 Jefferson House, 11 Basil Street, London SW3 1AX*
*Complaint against Ms Joan Doreen Hathaway, M.R.I.C.S. and Mr Barrie Martin, F.R.I.C.S., Martin Russell Jones, London NW4 3JL*
*2 February 2005*


Typically, for this rotten to the core, contemptuous and arrogant so-called 'regulatory body', my complaint led to a series of 'Get lost' - until the final one: **04.11.05** - followed, 3 years later, by an attempt to gag me

**This is a complaint against Ms Joan Doreen Hathaway, M.R.I.C.S. and Mr Barrie Martin, F.R.I.C.S. Martin Russell Jones, Chartered Surveyors, London NW4 3JL for committing criminal offences against me and causing highly detrimental consequences on my physical and emotional health, as well as financial position – in the process of aiding an abetting its client, Steel Services' in unlawful service charge demands totalling £28,450.**

Full version of this document

For subsequent events, see **Overview # 10, # 11 & # 12 ;** Martyn Gerrard- **Background** (another "RICS regulated firm")

## 1 SUMMARY OF COMPLAINT

(**NOTES**: Throughout this document, references are made to source documents. A copy of the majority of these documents is enclosed as an appendix in chronological order. This is preceded by a list of the 220 enclosures, also in chronological order. Other documents are available on request.

In my complaint I have referred to a number of residents at Jefferson House. To not only respect their privacy, but also guard against disseminating defamatory materials against them, I have referred to them by using a letter of the alphabet (not connected with their surname). For the same reason, in the supporting documents which include various letters from them, as well as West London County Court and Wandsworth County Court materials, I have crossed out their name.

Other key parties referred to in this document are:

1. Cawdery Kaye Fireman & Taylor (CKFT), London NW3 1QA: Solicitors for Steel Services ie. Mr Ladsky et al
2. Mr Brian Gale, MRICS, Brian Gale & Associates, surveyors, Reigate, Surrey RH2 9BS, Mr Ladsky's surveyors
3. Ms Lisa McLean, Assistant solicitor and Mr Richard Twyman, Partner, Piper Smith & Basham (now known as Piper Smith Watton), London SW1V 2AF – my solicitors
4. Mr Stan Gallagher, Arden Chambers, London WC1N 2ES – my barrister
5. Mr Tim Brock, ARICS, LSM Partners, London W1U 1JA, my surveyor (for whom I have the highest praise)

(In case this is relevant: I have filed a complaint against CKFT and Piper Smith & Basham/Piper Smith Watton with the Law Society and against Mr Stan Gallagher with the Bar Council).

My complaint against Ms Joan Doreen Hathaway, M.R.I.C.S. and Mr Barrie Martin, F.R.I.C.S., Martin Russell Jones (MRJ), Hendon Central, London NW4 3JL, places reliance on:

1. The RICS Rules of Conduct, Conduct Regulations 2004
2. The RICS Service Charge Residential Management Code (issued in 1997 and reprinted in 2003) – being comprised under Rule of the RICS Rules of Conduct
3. Landlord & Tenant Act 1985
4. Theft Act 1968
5. Money Laundering Regulations / Proceeds of Crime Act 2002
6. Defamation Act 1996
7. The Criminal Justice Act & Public Order Act 1994

My complaint is directed particularly at Ms Joan Doreen Hathaway (JH) who has been the main point of contact for residents at Jefferson House since 1989. However, as Mr Barrie Martin (BM) has 'operated' in the background, 'surfacing' from time to time, in particular at the LVT pre-trial hearing on 29 October 2002 and, since Summer 2004, appears to have become the main point contact for Jefferson House, the acronym 'MRJ' refers to both.

In pursuing instructions on behalf of its client, Steel Services i.e. Mr Andrew David Ladsky et. al / its solicitors, CKFT, MRJ has acted in breach of:

***1.1 Conduct Regulations 27.1 - Rule 3 (2) - "Compliance with any code, standard or Practice Statement of the Institution or any statute in force at the time".*** **In the context of the RICS**

**'Service Charge Residential Management Code'*, MRJ has made substantive breaches of many of the rules set by the RICS, as well as in relation to various statutory requirements highlighted in the RICS code***

***Rule 10 – Reserve Funds***

1.1.1.1 **Rule 10.1** – *"**Using the fund as contribution towards large items of infrequent expenditure" -*** Having first told residents in a letter dated 7 June 2001 that the reserve fund would be used as contribution towards the cost of the major works, MRJ did not utilise it when sending out the 17 July 2002 demand. (By then the fund 'apparently' amounted to £140,977). My 16 September 2002 query to JH as to why the fund was not used was ignored while, in her 16 December 2002 letter to me JH wrote: *"The existing fund is to be kept in reserve for potential expenditure which can arise"*.

Breach by MRJ of Section 10 of the RICS Code was noted by the LVT in its 17 June 2003 determination (enclosed) under point 62, while under point 63 it noted: *"The wording of the clause relating to the contingency fund or reserve fund in the lease is unambiguous…the Tribunal considers it inequitable that this fund should not be used in part to fund the works, and cannot accept Mr Warwick's (Steel Services) contention that to divest or reduce the contingency fund would be "wrong"*

Because the LVT does not have the power to order landlords to use the fund, MRJ-CKFT refused to do it. Eventually, it did use it in my case. I believe the reason to be because I had a copy of JH's 7 June 2001 letter. (Given events, in all likelihood, residents who did not have this letter will not have been able to argue the use of the fund as contribution towards the costs).

1.1.1.2 **Rule 10.2 – *"Amount of money to go into a fund"*** – The amount of contributions to the fund has very clearly been mismanaged by MRJ, leading current residents to be severely penalised. (As I captured in my letter to JH of 16 September 2002)

1.1.1.3 **Rule 10.4 – S.42 of the L&T Act 1987: *"Service charge contributions to be held in trust"*** - It is abundantly clear that MRJ-its client has something to hide about the contingency fund as my 7 specific requests over the last 18 months for a copy of the accounts – including 5 requests to JH – have been ignored.

1.1.1.4 **Rule 10.5 – *"The investment of reserve funds is governed by the Trustee Investments Act 1961 and S.42(5) of the L&T Act 1987"*** – MRJ's non-compliance with my requests leads me to presume a breach under either, or both of these Acts.

1.1.1.5 **Rule 10.8 – "Differentiating contributors" –** Having stated in her 5 August 2003 letter that there is *"one account"* for the reserve fund, JH claimed that this account *"is earning interest to the benefit of those lessees who have contributed"*.

This requires investigation: **(i)** Is JH saying that some residents have made no contribution whatsoever to the fund? If so, it implies gross-mismanagement on her part **(ii)** Or, is JH referring to those residents who were still fighting the claim at the time and had thus not paid the sum demanded. If so, how is JH managing this *"one account"* in order to achieve this? How is this reported?

***Rule 11 – Accounting for Service Charges***

**1.1.1.6 Rule 11.1 – *"Managing agents should comply with the provisions of the lease for recovery of service charges"***

1.1.1.7 MRJ attempted in its demand dated 17 July 2002 to get from residents the global sum of £736,206.08 for 'major works'. The 17 June 2003 determination by the LVT had the effect of **reducing this amount by £500,000**:

- Amount disallowed by the LVT because improvements: £169,497.72 (or 23% of the global sum demanded)
- Amount for which the LVT could not make a determination due to lack of specification: £188,783.67 (or 25.6% of the global sum demanded)
- A view supported by the LVT, considering the terms of the lease, as well as RICS best practice that the fund should be used as contribution: £140,977.00 (or 19.3% of the global sum demanded)
- Leaving an amount that can be charged of £235,946.56
- Thereby reducing **my share** of this (at 1.956%) **from £14,400 to £4,615**

1.1.1.8 MRJ described the sum demanded as an *"interim demand"*. It was not.

1.1.1.8.1 The demand should have been supported by the year-end accounts. MRJ did not supply them. It therefore breached the terms of the lease.

1.1.1.8.2 'Even if' lawyers want to argue that the sum demanded was an *"interim payment"* (although I simply cannot see how this could be demonstrated in view of the facts), JH filed a claim against me in West London County Court for £14,400. The impact of the LVT determination reduced the sum to £4,615. Hence, (aside from the fact that in filing the claim JH placed me in a situation of double jeopardy), JH breached Clause (2) (j) of my lease: "*… nothing shall disable the Lessor from maintaining an action against the Lessee in respect of non-payment of any such interim payment…subject nevertheless to the Lessor establishing in such action that the interim payment demanded and unpaid was of a fair and reasonable amount having regard to the amount of the Service Charge ultimately payable by the Lessee"*

1.1.1.9 **Rule 11.3 – *"Clear presentation of accounts"*** – To which I will add another requirement: **'accuracy'**. The electricity charges in the 29 November 2002 claim filed by JH in West London County Court – under a 'Statement of Truth' which she signed - were full of errors and included amounts for which JH had not, despite repeated requests, sent me an invoice – and still has not to this date.

1.1.1.10 Analysis of the service charges over the years highlight a number of inconsistencies and questionable entries (e.g. in relation to the insurance on the block)

1.1.1.11 **Rule 11.4 – *"Provision of audited accounts"*** - 3 times over the period from 9 October 2003 to 18 July 2004 I have requested JH to supply me with a copy of the certified 2002 year-end accounts for Jefferson House. To these must be added the request sent by the Tenancy Relations Officer at the Kensington & Chelsea Town Hall, dated 25 June 2004, as well as my requests to CKFT.

1.1.1.12 As in the case of the trust fund accounts, to this day, I am still waiting for my request to be complied with. Therefore, the year-end accounts for 2002 are now 20 months overdue and the 2003 accounts are 8 months overdue.

1.1.1.12.1 It means that MRJ has committed – and continues to commit a criminal offence under Section25 of the L&T Act 1985 - but, evidently, does not care.

1.1.1.12.2 Non-compliance with my requests – and consequent criminal offences - leads me to the obvious conclusion that MRJ and its client have something to hide about the year-end accounts (as well as the trust fund).

1.1.1.13 **Rule 11.5 – *"Provision of service charges accounts"*** – JH has been ignoring my requests for service charges since December 2003 leading me to suspect an intention to use Forfeiture law against me at the first available opportunity. I have attempted to guard against this threat by nonetheless paying my ground rent. The last cheque I sent (by recorded delivery) 6 months ago still has not been cashed.

1.1.1.14 **Rule 11.5 – *"Reasonableness of charges"***

1.1.1.15 JH sent me a 17 July 2002 service charge demand for £14,400. The impact of the LVT determination had the effect of reducing this sum by £9,785 to £4,615. (More details under Rule 11.1 above)

1.1.1.16 Although I have paid CKFT £6,350 for the 'major works' and exchanged a Consent Order which was endorsed by West London County Court on 1 July 2004, MRJ sent me a demand, dated 21 October 2004, for £15,500 which includes a *"Brought forward balance"* of **£14,450.** There is no explanation whatsoever as to what this amount refers to. It cannot be the regular service charges as in e.g. 2002 they were c. £1,200 p.a. (As previously explained, the last time I paid them was for June 2003 as my requests for the December 2003 and June 2004 service charges have been ignored).

1.1.1.17 **Rule 11.5 – *"Right to challenge charges"*** – On 7 August 2002 **JH filed** an **application to the LVT** to determine the reasonableness of the global sum demanded (i.e. the sum of £736,206.08). While several residents 'managed' to attend the pre-trial hearing on 29 October 2002 (it took more than 2 months for the LVT to inform residents of the application) I was left on my own to challenge Steel Services during the 4 day hearing.

1.1.1.17.1 JH (as well as her client Mr Ladsky and Mr Brian Gale) made false, and therefore libellous and defamatory claims against me in an attempt to stop the LVT from proceeding with the case. In relation to JH, she (like Mr Gale), claimed that I had been provided with a copy of the priced specification – and therefore implied that I was a liar.

1.1.1.17.2 This was not true: between 11 August 2002 and 12 January 2003 I made a total of seven requests to JH for a copy of the priced specification. (All 'recorded delivery' which is the only way of communicating with MRJ, otherwise it will claim that it has not received correspondence). She ignored them. (In the same way that she ignored the requests from other residents). Eventually the priced specification was hand-delivered to me just 36 hours before the LVT hearing – and therefore 7 months after the original demand for payment of £14,400.

1.1.1.17.3 In its report, under point 14, the LVT captured: *"Ms Hathaway…maintained that Ms Dit-Rawé had seen the specification… but was unsure as to whether this had been a priced version"* (The same damning evidence is found in Mr Gale's 4 February 2003 report, under point 2.04: *"…the un-priced or priced Specification…has been… freely available for all lessees to view"*)

1.1.1.17.4 In filing the application, JH-her client were, in my opinion, evidently relying on being able to 'steamroll' the application through the LVT with little/no opposition (in part because many residents live overseas) - and thereby get the 'official seal of approval'. Evidence in support of this:

**(i)** At the 29 October 2002 pre-trial hearing (attended by JH, BM, Messrs Ladsky and Gale), the Chair, Mr J.C. Sharma JP FRICS, in effect told us (i.e. residents) to **not** pay the service charge demand as the Tribunal would not be able to help us (we were handed a leaflet referring to the 'Daejan Properties Limited v London Leasehold Valuation Tribunal' case).

**(ii)** Precisely one month later, JH filed the claim in West London County Court. The first day of the substantive hearing took place 4 months later on 13 March 2003.

1.1.1.18 **Rule 11.5 – *"Right to challenge charges"*** - 10 times over a 3 year period I asked JH for an explanation of, and then evidence for the sudden 59% increase in the **standing electricity charge**.

1.1.1.18.1 Analysis of the standing electricity charge over a 7 year period conclusively disproves JH explanation that the *"… the standing charge varies according to the period that the account covers"*

1.1.1.18.2 When MRJ finally sent me a copy of invoices from London Electricity, I discovered that the electricity meter for each of the 35 flats is under the control of Steel Services. (No doubt the reason why JH did not want to send me copy of the invoices). While I have therefore no means of verifying the accuracy of the charges, comparison with other people's invoices from London Electricity suggests that I have been consistently overcharged. Clearly, given the 'set-up' I (and other residents) are a captive source of revenue.

1.1.1.19 **Rule 11.5 – *"Withholding payment of service charges in protest"*** – Over the years I have withheld payment of management fee and other service charges in the hope of putting pressure on JH-MRJ, as the lessor's agent, to fulfil the contractual obligations under the terms of my lease – and to receive the service I am entitled to as a contributor to the £10,000+ management fee MRJ is charging residents for *'managing'* the block.

1.1.1.19.1 In her 16 December 2002 letter JH threatened to use this against me in the LVT proceedings, while CKFT threatened to do this in relation to the court proceedings. Obviously, JH was the originator of the information to CKFT.

1.1.1.19.2 In making these threats, JH (and CKFT) conveniently ignored the reasons why I had been withholding payment over the years. I have several files full of evidence against JH-MRJ. They demonstrate years of on-going 'battles' with JH, entailing an unbelievable amount of letter writing (thereby using up a lot of my time) fighting-off her excuses, delaying tactics, as well as gross mismanagement. Examples include:

**(i)** a 4 year 'battle' to get remedial work done to the external wall in front of my window;
**(ii)** a c. 3 year delay and then badly carried out work to a window leading to a 2nd battle of c. 2 years to get the works redone;
**(iii)** waiting 26 days to deal with a leak in my bathroom ceiling, leading to significant damage and leaving me without electricity in my windowless bathroom over the Christmas break. It took 6 months for the damage to be addressed.

1.1.1.19.3 The above examples which took place during the 1990's also led to the need to employ professional advisers (surveyor and solicitor), as well as involve other parties. These have included, among others, the British Petroleum Pension Fund who (mercifully!) was the freeholder at the time of some of my disputes with JH-MRJ, as well as their surveyors Debenham Tewson & Chinnocks (over a period of one year); Citizen Advice Bureau. (These examples are relevant as, although the takeover of the headlease by Steel Services was announced in 1996, ownership details for the block in 2001 identify, for example, Mr Patrick May O'Connor who was a director of Langhaven Holdings, previous headlessor to Steel Services).

1.1.1.20 Given the evidence supplied in this document (detailed in the last section of the body of the document) I consider JH (and CKFT) threats as blackmail [1] and coercion tactics in order to extort monies [2] from me not due and payable.

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[1] Definition of **'blackmail'** sourced from 4 different English dictionaries, as well as the website of charity organisations who deal with this particular issue: *"To exact or attempt to exact (money or anything of value) from (a person) by threats or intimidation"; "The exertion of pressure or threats, esp. unfairly, in an attempt to influence someone's actions"*; *"The act of making others do what one wants through fear"; "Being made to feel afraid or timid; a communication that makes you afraid to try something"*

1.1.1.21 **Rules :**

1.1.1.21.1 **Rule 11.7** – *"**Imposition of a trust over the contributions paid which is binding on the payee: S.42 fo the L&T Act 1987"***

1.1.1.21.2 **Rule 11.8 – *"Service charge fund should be identifiable**"***

1.1.1.21.3 **Rule 11.10 – *"Contributions held on trust to (a) meet relevant costs; (b) for the contributing leaseholders/Tenants**"***

1.1.1.21.4 **Rule 11.15** – *"**A trustee is under a duty to invest the trust funds. Investment must be in accordance with the terms of the trust, the Trustee Investments Act 1961"***

1.1.1.21.5 As detailed previously, MRJ's non-compliance with my numerous requests for a copy of the trust account leads me to presume a breach of the 4 above rules and of statutory requirements, including S.42 L&T Act 1987

1.1.1.22 **Rule 11.16** – *"**Obligation to comply with the request for a copy of the accounts" -*** As previously detailed, MRJ has breached and continues to breach this RICS' rule and statutory requirement S.21 L&T Act 1985

1.1.1.23 **Rule 11.17 – *"The summary must cover all costs incurred by the landlord for works and services, etc"*** – Events, combined with non-compliance with my numerous requests for a copy of the 2002 and 2003 accounts lead me to conclude a very high likelihood that MRJ is in breach of this rule, as well as statutory requirement S.19 and of course, S.21 L&T Act 1985

1.1.1.24 **Rule 11.18 – *"Summary must distinguish between items for which no payment has been demanded…for which payment has been demanded…"*** – Likewise, as detailed previously, MRJ's non-compliance with my numerous requests for a copy of the 2002 and 2003 accounts leads me to presume that MRJ is in breach of this rule, as well as S.21 L&T Act 1985

1.1.1.25 **Rule 11.19 – *"The summary must also include the total of any money received by the landlord for service charges and still standing to the credit of the leaseholders/tenants"*** - Likewise, as detailed previously, MRJ non-compliance with my numerous requests for a copy of the 2002 and 2003 accounts leads me to presume that MRJ is in breach of this rule, as well as S.21 L&T Act 1985

1.1.1.26 **Rule 11.27 – *"Obligation to comply with statutory requirements under S.21 of the L&T Act 1985"*** – As previously detailed, MRJ has breached and continues to breach this statutory requirement: accounts giving details of (1) reserve fund; (2) monies committed to but not yet spent - Section 21 (5) (a) – as my numerous requests have been ignored

1.1.1.27 **Rule 11.28 – *"When a leaseholder/tenant has paid in advance for more than the actual cost, you must repay the difference…"*** – MRJ has breached this rule twice, as well as S.19(2) L&T Act 1985:

1.1.1.27.1 As a result of blackmail and intimidation tactics the 'colluding tripartite' comprising of MRJ, Mr Brian Gale and CKFT has obtained for its client payment from me - over a year ago - of the sum of £6,350 in payment for the 'major works' (for which the Consent Order was endorsed by West London County Court on 1 July 2004). This amount includes the sum of £1,735.74 which is not justified, based on the 17June 2003 LVT determination – which MRJ has **not** implemented. As to the reminder of the sum, payment could not be asked as the demand was not supported by certified year-end accounts.

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**2** Collins English Dictionary definition of '**extortion'**: *"To secure (money, etc.) by intimidation, violence, or the misuse of influence or authority"*

1.1.1.27.2 I communicated to JH in a letter dated 31 December 2003: "*"I have submitted to CKFT full and final payment of my share of the costs for carrying out all the major works at Jefferson House (£6,350.85)"*

1.1.1.27.3 In a letter dated 2 August 2004 BM informed residents that Mansells had been appointed as the contractors. This firm did **not** tender against Killby & Gayford (for which the priced specification was the basis of the LVT proceedings) and a S.20 Notice was **not** issued. Consequently, under the L&T 1985 Act, in particular the statutory instrument 2003 No 1897 (which came into force on 31 October 2003), of the £6,350 Steel Services has had from me (for over a year), it can only spend £250 on Mansells. MRJ-its client must therefore refund me the sum of £6,100.

1.1.1.28 **Rule 11.28 – *"…or deduct it from subsequent charges as the lease directs"*** – Not only has MRJ totally ignored my £6,350 payment (which should have been placed on the trust account), in its 21 October 2002 invoice, it demands from me payment of a *"Brought forward balance"* of **£14,450 -** with no explanation whatsoever as to what this amount refers to. Given its fraudulent method of operating, it 'may be' that it dreamt-up that I should pay £20,800 (£6,350 + £14,450).

1.1.1.29 **Rule 11.28 – *"Advance payments and actual expenditure should be presented clearly*"** – As detailed in the previous paragraph, as well as in other parts of this summary, MRJ is in breach of this rule – as well as of S19 of the L&T Act 1985

1.1.1.29.1 Additional example: In his 2 August 2004 letter BM stated *"the contract sum £513,656.70 + VAT will not at the present time exceed the original lowest estimate".* Presenting the cost of the works in this fashion must surely be contrary to RICS rule as, aside from expecting residents to calculate the impact of the VAT, BM has also omitted to state the addition of the management fee. I view this as deception, as the impact of both brings the total to £669,936 (thereby making this just **£66,269** or 9% cheaper than the Killby & Gayford quote).

***Rule 13 – Contractors***

1.1.1.30 **Rule 13.1 – *"Dealing with contractors with attention to questions of economy, efficiency and quality of service"*** – MRJ has breached this rule by allowing the very sub-standard specification produced by Mr Brian Gale to be used for the tendering process. This had the effect of severely limiting the number of tenders and of leading to disadvantageous pricing.

1.1.1.31 Examples of some of the comments from Mr Brock, LSM Partners – under points 6.14 and 6.15 of his report:

"*In my opinion, the reason that only 3No contractors out of a possible 8No were able to provide prices…is that this specification is not clear on the extent of the work required and therefore submitting a tender would be considered a risk…"*

*"I do not consider any judgment can be made on the priced submission by Gleesons…as a single total sum was provided with no breakdown…This should have been requested by Brian Gale Associates…a single error on CLC's tender (services section) amounted to a difference of over £250,000.00"*

*"Brian Gale Associates tender report does not comment on any of the cost comparisons received by the tenderers… It is not possible…to compare the costs of the lowest two tenders. BGA did not ask for further breakdown prices to be submitted…"*

*"None of the discussions with the contractors during the tender analysis stage have been recorded, particularly the clear reasons why Killby & Gayford increased their original submission by £112,501.33".*

Point 6.3 - *"The total value of provisional sums inserted by the contractor represents some 74% of the cost of those items where the contractor has inserted firm prices.*

Point 6.3 - *"The term "replace where necessary" has been used extensively in the document and is virtually unpriceable as the term is arbitrary*"

In addition to which, as pointed out by Mr Brock under point 6.2 of his Expert Report, the contract form used for the invitation to tender was inappropriate for works of this size and nature. To which Mr Brian Gale replied: *"I accept a JCT works contract was not acceptable here. It was an oversight on our behalf"* (captured under point 32 of the LVT report)

1.1.1.32 Examples of some of the comments captured by the LVT panel in its 17 June 2003 determination:

Point 44 – *"The reports prepared on behalf of the Applicant…were, in the words of Mr Jones, "a wish list" for refurbishment of the subject property… They do not seem to have been prepared on behalf of the Applicant having regard to its rights and responsibilities under the lease…The Tribunal would normally expect alternative proposals to be costed and produced, in order to make a proper and considered judgement of the best way forward to meet the obligations of both the landlord and the tenants"*

Point 46 – *"In this case the Tribunal was frustrated by the lack of detail in the specification and in Mr Gale's evidence. Works were not clearly identified, were not measured where they clearly could have been, and there was some element of duplication. Some items were not specified at all, e.g. the types and capacity of the boilers"*

Point 16.07 – (in relation to the boilers) "*… there was no breakdown of the specification until 7 March 2003 when Mr Gale responded to Mr Brock's report of 24 February 2003…"*

1.1.1.33 Mr Brock also identified that, among others, the cost of some items had been significantly increased with no justification and that there was duplication in the costs. These are captured in the LVT report e.g.

Point 16.07 – (In relation to the lift) "*The specification prepared by Mr Gale is therefore insufficiently detailed to allow for a quotation for this work, and he conceded during the hearing that there may have been an element of duplication. Further, no proper explanation has been given for the increase from £27,300 to £60,000 over a matter of months… the Tribunal is unable to make a determination on the specification, since it is considered inadequate."*

1.1.1.34 In its February 2002 condition survey of the lift, J Bashford & Associates highlighted issues of mismanagement: non-performance of 3 consecutive routine visits; unavailability of service records, health & safety tests, insurance.

1.1.1.35 ***Rule 13.2 – "At least 2 estimates must be obtained"*** – MRJ is in breach of this RICS Rule, as well as of statutory requirement under S.20 L&T Act 1985: as previously detailed under **Rule 13.1** only one – poor estimate – was obtained (from Killby & Gayford).

1.1.1.35.1 JH totally ignored my bringing this to her attention. Her reply of 20 September 2002 stated: *"…we have to require payment by return. We must inform you that if payment is not made now our client, Steel Services will have no alternative other than to instruct solicitors to commence legal proceedings to obtain payment"*

1.1.1.35.2 Ditto with CKFT which, in its letter to me dated 7 October 2002 stated: *"… our client requires payment of the… sum within seven days of the date of this letter. In the event that payment is not*

*received by Martin Russell Jones by 10 am on Monday 14 October, we have instructions immediately to commence proceedings for recovery of the debt… Our client reserves the right to take action to forfeit your lease for breach of covenant and to communicate with your mortgagee (if any), if such action becomes necessary"*

1.1.1.35.3 Both the RICS Rule and the statutory requirement were again breached by MRJ in 2004 – as it appointed Mansells, a contractor that had not tendered against Killby & Gayford. Therefore, the 'so called' Section 20 Notice of 2002 has been invalidated and a new one should have been issued. This has not happened. The 26 March 2004 letter from JH to 'All Lessees' stated *"…are commencing renegotiations with the original contractor and other contractors…"*. I have not received any communication between this letter and that of BM dated 2 August 2004 to 'All Lessees' informing of the appointment of Mansells. (I therefore do not even know what works Mansells has tendered for).

1.1.1.36 **Rule 13.5 – *"Should define the duties of contractors"*** – As detailed in the aforementioned, this rule was breached in relation to the specification given to Killby & Gayford. As I have not seen any document in relation to Mansells, I am unable to state whether or not a breach of the Rule has also taken place in relation to this contractor.

1.1.1.37 **Rule 13.7 – *"Requirement that contractor has public liability insurance"*** – In my 23 August 2004 letter to Mr Patrick Moyle, Brian Gale & Associates– on which I copied BM – I requested a copy of the contractor's insurance policy. This request has not been complied with.

***Rule 14 – Repairs***

1.1.1.38 **Rule 14.1 – *"Responsibilities for repairs"*** – MRJ is in very significant breach of the repair covenant (resulting in greater deterioration of the block, and therefore greater repair costs).

1.1.1.38.1 Evidence is found in JH letter to 'All Lessees' dated 7 June 2001: *"Pursuant to the terms of the head lease and underleases…there is an obligation to carry out works to the property at the relevant time. These works are now overdue and it is planned to carry out a programme of refurbishment in accordance with the terms of the leases on the building in the near future… It is planned to commence the internal refurbishment in the Autumn".* While in her 26 March 2002 letter she stated: *"It is in every lessee's interest for the roof and other problems to be dealt with as quickly as possible".* In actual fact, the works were started more than 3 years later. (The scaffolding started to be put up in the 3rd week of August 2004)

1.1.1.38.2 The state of disrepair of the building is also highlighted by JH in her 26 March 2002 letter to me: *"Some considerable work needs to be undertaken to put the property into a substantial state of repair".*

1.1.1.39 **Rule 14.7 – *"Should deal promptly with reports of disrepair"*** – As detailed under Rule 11.5, my experience of JH-MRJ in getting repairs carried out has frequently entailed several years of on-going 'battles' and the need to get other parties involved.

1.1.1.40 **Rule 14.13 – *"Works should be carried out to a reasonable standard"*** – On a number of occasions works were not carried out properly. These included works needing to be: **(i)** redone (wet rot in a window; damp in wall outside of my window; damp in kitchen ceiling); **(ii)** completed (window left with only a coat of primer – no paint). Some of these instances have required that I employ a surveyor – consequently leading to me to incur costs to get MRJ to

perform duties I am paying it to do through my contribution to its £10,000+ annual management fee.

1.1.1.41 **Rule 14.14 – *"A budget for the cost of maintenance should be included in each year's service charge to ensure an adequate fund…"*** – MRJ has also breached this rule: during the 2003 LVT hearing, JH stated that the reserve fund contained £140,977. The global sum demanded was £736,206. It meant that in my case the demand amounted to £14,400 (for a studio flat) (while in the case of the resident with the highest share, it amounted to £64,500).

1.1.1.41.1 In my 16 September 2002 letter to JH I remarked on the mismanagement of the fund: *"Had the fund been properly managed, a much larger amount would have accumulated over the last 10 years to meet the expenditure now proposed…mismanagement of the fund means that tenants who sold their flats in recent years have not been made to pay their fair share to address the 'wear and tear' of the building, leaving current tenants to face a much larger bill"*

1.1.1.41.2 As to the global sum now demanded, in his 2 August 2004 letter BM stated *"£513,656.70 + VAT"* the management fee and VAT brings the total to **£669,936**, thereby making this just **£66,269** or 9% cheaper than the Killby & Gayford quote. Compare this with the LVT determination.

1.1.1.41.3 BM's statement "*will not at the present time exceed the original lowest estimate"* suggests an intention to come back and ask residents for more money for 'these works' at a later stage. (Thereby 'preparing the ground' as had been done in relation to the original demand: after Mr Gale had completed his survey JH had written to residents on 26 March 2002: *"The surveyors have indicated that the cost of works is likely to be in excess of £1 million + VAT and fees…"*, while in her 17 July 2002 letter she wrote: *"We have to state that the sum quoted may be exceeded due either to subsequent changes in the specification…"*)

1.1.1.42 **Rule 14.15 – *"Use of experienced or qualified building consultants/specialists"*** – As previously detailed, the specification produced by Mr Brian Gale was sub-standard.

1.1.1.43 **Rule 14.18 – *"Need for consultation of leaseholders/tenants for major works"*** – As previously detailed, MRJ has breached this rule and S.20 L&T 1985 Act requirement opting instead to respond with prosecution.

1.1.1.44 **Rule 14.19 – *"Provision of a notice describing the works and accompanied by a copy of at least 2 estimates"*** – As previously detailed, MRJ has breached this rule and S.20 L&T 1985 Act requirement.

1.1.1.45 **Rule 14.23 – *"Must have regard to the comments received before placing a contract for the works"*** – As previously detailed, not only did MRJ ignore comments, it ended-up totally discarding the LVT 17 June 2003 determination by appointing a new contractor.

1.1.1.46 Always using the ploy commonly used by managing agents and landlords of issuing notices 2-3 days before Christmas, or during the summer holidays to minimise the likelihood of opposition, if this has not achieved the objective, evidence demonstrates that JH will claim that:

(i) The feedback has not been received during the timescale e.g. for the condition survey, JH had given a 28 January 2002 deadline. I replied by email on 26 January. In her response of 30 January she stated that she read my email on 28 January. However, in her letter to me dated 26 March 2002 she wrote: *"Your representations were made after the expiry of the landlord and tenant notice period…"* but, she also stated: *"You were, incidentally, the only objector…"*

She then 'feeds' this false information to other residents: her letter to 'All Lessees', also dated 26 March 2002: *"…we would inform you that there were no comments from any tenants within the prescribed time limit"*

(ii) JH's 'other trick' is to deny receiving significant comments, as she did in her 20 August 2002 letter to 'All Lessees': *"…have not received significant comments from tenants within the prescribed limit".* Which was most definitely not the case.

(This feeding of deliberately false information by JH has been made a lot easier by the fact that, as a result of his prolonged harassment and intimidation of the person heading the Residents Association, her client succeeded in making the person leave the block. Of course, this was a key step in the intended scam).

(iii) As to her replies to residents who raise significant issues / objections, JH's solution is to also lie e.g. to my letter of 11 August 2002 "*an explanation as to why works are being carried out to the roof given that a planning application to build an extra floor for a penthouse flat was granted on 6 February 2002"*, JH replied on 30 August 2002: *"We are informed that there is no intention to build the penthouse at the current time"* (However, when the works started, so did the construction of the penthouse flat)

1.1.1.47 Mr Gale also captured false information in his 24 February 2003 report to the LVT for which he identified MRJ as the source. Among others, he stated: *"At this stage* [at the 29 October 2002 pre-trial LVT hearing]*, of the 35 flats within the block… Of the remaining tenants, only the 5 attending as Respondents had indicated any objection to payment of the service charge, reasonableness of the works or their cost*". One month later JH filed the claim in West London County Court against 11 residents.

In the same report, Mr Gale also stated: "…*I am advised by the managing agents that now some 31 of 35 tenants have paid, either in full or substantial contributions toward the cost of the proposed works…it would therefore appear…that only one lone tenant continues to make any representation or objection of the 35 tenants".* Events which took place after Mr Gale's report: CKFT's 23 May 2003 application to the Court for a Case Management Conference – highlights ongoing action against 4 residents. Indications are that there was also another resident.

1.1.1.48 **Rule 14.25 – *"If S.20 requirements have not been complied with, any amounts…stated in paragraph 14.18 cannot be taken into account in determining the amount of service charges"*** – As detailed previously, although I have paid the sum of £6,350 for the 'major works', MRJ sent me an invoice, dated 21 October 2004 which includes a *"Brought forward balance"* of **£14,450** – with no explanation whatsoever as to what this refers to.

1.1.1.49 Given that a S.20 Notice has not been issued in relation to the appointment of Mansells, the statutory instrument 2003 No 1897 means that of the £6,350 Steel Services-MRJ has had from me (part of it for over one year), it can only spend £250 on Mansells – and must therefore refund me the sum of £6,100.

***1.1.1.50 Rule 15 – Development Works***

1.1.1.51 **Rule 15.2 – *"Consultation of leaseholders/tenants on the details of and programme for carrying out works"*** – MRJ has also breached this rule as I have not received any communication whatsoever since BM's letter of 2 August 2004 announcing the appointment of Mansells. Hence, I do not even know what works Mansells has tendered for.

***Rule 16 – Insurance***

1.1.1.52 **Rule 16.9 – *"Provision of written summary of insurance / copy of relevant policy"* –** Another example of dishonesty is found in relation to the **insurance for the block** – as well as evidence of mismanagement which raises very serious concerns as to whether or not the block is properly insured **(Rule 16.1)**:

**(i)** Following a request in 2001 for evidence of cost, JH supplied a document which, contrary to her claim, was not an insurance policy. (What was supplied was a *"Pressure systems safety regulations, written scheme of examination"*)

**(ii)** In the case of the insurance document supplied by JH as evidence of insurance cover for the 12 months to 31 December 2000 ('Norwich Union Insurance Policy Wording'), it is not a proper insurance document – not only as suggested by its title, but also by the fact that it is not on Norwich Union headed paper. Although Rule 16.9 allows supplying *"a summary"*, this document is nonetheless wrong as it states the wrong post code. Also the insurance premium stated on the document is £1,893.12, but the accounts for year-end 2000 state £3,050.31.

**(iii)** Analysis of the declared value of the block over the years highlights a very erratic pattern of very significant year-on-year increases (e.g. +40%) and decreases (e.g. -52%). The outcome of this is that the declared value of the block in 2000 was 'apparently' the same as 12 years previously: £3.5 millions. Given the property market over the period and the fact that the block is situated in Knightsbridge, this simply cannot be the case. Hence, the evidence suggests that MRJ is **in breach of the RICS Rule 16.12 – *"periodic review of the extent of cover"***

**(iv)** Concurrently, the cost of the insurance captured in the year-end accounts (up to 2001!) leads to also question what is actually going on. (And these are not the only items leading to raise questions).

While the insurance cover for the block is a very serious concern (am I covered in case of damage to the parts of my flat not covered under my home-contents insurance?), it is abundantly clear that the modus operandi of MRJ and its client is that residents must not ask questions – only pay whatever they are asked.

***Rule 17 – Information – Landlord's Name and address***

1.1.1.53 MRJ repeatedly failed to address my requests (and that of other residents) for the name and address of every director and secretary of the landlord – as per my statutory rights under Section 2 of the Landlord & Tenant Act 1985 – leading me to require the assistance of Nucleus, Citizen Advice Bureau and of the Royal Borough of Kensington & Chelsea Tenancy Relations Officer in order to seek this information. This was not achieved as the information provided by JH in her letter dated 25 January 2002 stated: *"The Directors and secretary of Steel Services are F.M.C. Ltd"* and gave an address in the British Virgin Islands.

1.1.1.54 MRJ has intermittently stated a Jersey address for Steel Services on service charges demands. On 2 separate occasions the Jersey Authorities assured me that Steel Services was not on the Jersey Register of companies.

**In conclusion for this section:** in committing these actions MRJ is in breach of many of the rules imposed on RICS members under the RICS 'Service Charge Residential Management Code'

**1.2 The majority of the RICS *"core values"* comprised under Rule 3 (1) - Conduct Regulations 27.1, thereby resulting in conduct unbefitting of members of the RICS**

### *1.2.1 Core value # 1 – "Acting with integrity [3]"*

1.2.1.1 MRJ has acted in breach of its duty as member of the RICS by acting in a way that was fraudulent and deceitful and used its position as managing agents to take unfair advantage for its client

1.2.1.2 MRJ has repeatedly ignored/dismissed the fact that it acted in breach of statutory requirements

1.2.1.3 MRJ sought improperly to recover monies allegedly by way of service charge which were not due and payable

1.2.1.4 MRJ has acted as a 'puppet' of its client, colluding with its client's 'other puppets' (CKFT and Mr Brian Gale), blindly implementing its client's dictates in total disregard of statutory requirements and of its obligations, as agent for the landlord, under the terms of the lease

1.2.1.4.1 Among others, evidence of this against JH is the fact that she filed the claim against me (and 10 other residents) in West London County Court when in fact residents had been told at the 29 October 2002 pre-trial hearing - which she attended - to **not pay** the service charge until the Tribunal had issued its determination – and it had therefore been implemented.

### *1.2.2 Core value # 2 – "To always be honest"*

1.2.2.1 MRJ has sought improperly in correspondence, as well as documents supplied to West London County Court, to demand from me (and indeed other residents) monies that were not due and payable – as ruled by the LVT 17 June 2003 determination, as well as defined under statutory requirements and the terms of my lease.

1.2.2.2 In filing this claim in court against me, JH knowingly made statements that were untrue - as she claimed that I owed the sum of £14,400 - and accompanied these by signing a 'Statement of Truth' all with the objective of obtaining monies that were not due and payable.

1.2.2.3 Under the same 'Statement of Truth' on the claim she filed in West London County Court, JH also claimed that the copy of the lease attached to the claim "…*contains covenants in the same terms as all of the leases…"* . This was not the case. The lease supplied was significantly different from mine. Likewise, JH supplied a significantly different lease from mine with the application she filed in the LVT.

1.2.2.4 Also under the same 'Statement of Truth' JH claimed that I owed various electricity charges. The sum allegedly owed was false as (i) the claim was full of errors (ii) despite numerous requests, JH had not provided me with details of some of the components of the claim.

1.2.2.5 As consistently provided and confirmed by JH, the amount of service charge for each flat is a fixed percentage. As to the global sum to which these fixed percentages are applied, it must be the same for all the 35 flats in the block i.e. MRJ-its client cannot charge residents differentially other than on the basis of their fixed percentage share. Yet, the information supplied by MRJ to both, West London and Wandsworth County Court have resulted in CKFT negotiating with me on the one hand while, at the same time, it pursued different amounts in the courts from other residents – leading to residents being charged differentially for 'these major works'.

1.2.2.6 My overall assessment of JH, but also of BM under this core value is that they can, justifiably in my opinion, be described as mythomaniacs, in a state of permanent denial. Indeed, not only will they deny 'black on white evidence' from experts – including their peers – in their deceit, they cannot even see their own contradictions. Examples:

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[3] Collins English dictionary –definition of **integrity**: adherence to moral principles; honesty; the quality of being unimpaired

**(a)** For the 24 June 2003 and 26 August 2003 hearings against me, JH supplied CKFT with a *"Major works apportionment 24th June 2002 Revised"* which CKFT described in its application as reflecting the LVT determination. This was certainly not the case as the sum had been reduced by only 24.19% (from £14,400 to £10,917 – with no evidence supplied for the 24 June 2003 hearing as to how this reduction was arrived at). Please note that JH had attended the 4 day LVT hearing.

**(b)** JH persistently claimed over a 6 month period that I (and other residents) had been provided with a priced specification vs. what she said during the LVT hearing: *"Ms Hathaway…maintained that Ms Dit-Rawé had seen the specification… but was unsure as to whether this had been a priced version"*

**(c)** Having filed just one claim in West London County Court against 11 residents representing 14 flats (hence the majority of those not linked with the ownership of the block), 2 weeks later, in 'her' 16 December 2002 letter to me JH wrote: *"…the tenants in the block, the vast majority of whom have paid…"*

**(d)** In its February 2002 condition survey of the lift J Bashford & Associates reported serious issues in relation to the maintenance of the lift, including missed routine visits. Following my raising this with JH she replied in her 30 August 2002 letter: *"the lift is maintained on a regular basis"*

### *1.2.3 Core value # 3 – "To be open and transparent in all dealings"*

1.2.3.1 MRJ totally fails to perform according to this core value.

1.2.3.2 MRJ's method of operating is one of constant 'double-dealing', telling different stories to individual resident – such as saying to one resident in October 2002 that everybody had paid the service charge demanded when, in fact, JH filed the court claim a month later.

### *1.2.4 Core value # 4 – "To be accountable for all actions"*

1.2.4.1 A value unknown to MRJ. It acts in a manner which communicates one key message: we are above the law.

### *1.2.5 Core value # 5 – "To know and act within their limitations"*

1.2.5.1 This value does not feature in MRJ's repertoire.

### *1.2.6 Core value # 6 – "To be objective at all times"*

1.2.6.1 Ditto

### *1.2.7 Core value # 7 – "To treat others with respect"*

1.2.7.1 MRJ has proven beyond the shadow of a doubt that it does not respect residents' statutory and common law rights. The key message is: residents you are there to feed our greed and that of our client. And, if any of you dare to challenge us, you will dearly pay for it. We guarantee that we and our 'associates' will make you go through utter, sheer hell. Nobody is going to stand in our way.

1.2.7.2 With the aim of obtaining monies from me that were not due and payable, MRJ has, in collusion with its client, CKFT and Mr Brian Gale, portrayed me to the LVT and to West London County Court as a dishonest and deceitful person – as well as doing this in correspondence:

1.2.7.2.1 I repeatedly informed the LVT that I had not been provided with the priced specification. JH denied this e.g. (in addition to what she stated at the hearing) in her 20 January 2003 letter to the LVT JH wrote that the documents I "requested

have *been available in the porter's room since the original notice was served and she has in fact inspected them"* . (This position was endorsed by Mr Brian Gale in both of his reports to the LVT).

1.2.7.2.2 Likewise, having stated in my defence that the claim against me was unjustified and in breach of the terms of my lease, MRJ supplied information to the court falsely stating that it reflected the LVT determination. (CKFT communicated to the court that my claim that a 24.19% reduction in the sum demanded did not reflect the LVT determination was *"wrong"*)

1.2.7.2.3 JH has also done this in correspondence addressed to me e.g. her 16 December 2002 letter: *"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… 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"*

### *1.2.8 Core value # 8 – "To set a good example"*

1.2.8.1 No further evidence required against this core value

### *1.2.9 Core value # 9 – "To have the courage to make a stand"*

1.2.9.1 The only stand taken by MRJ is to use any means possible to obtain monies not due and payable.

## 1.3 Other rules of conduct comprised under Rule 3 of the RICS Rules of Conduct which require to *"not act in a manner which compromises or impairs, or is likely to compromise or impair":*

### *1.3.1 The integrity of the Member*

1.3.1.1 No further evidence required.

### *1.3.2 The reputation of the Institution, the surveying profession*

1.3.2.1 MRJ has acted in circumstances which compromise the repute of the surveyors' profession by committing the offences detailed in this document.

### *1.3.3 The high standards of professional conduct expected of a Member*

1.3.3.1 MRJ has not only made numerous substantive breaches of the RICS Code of Conduct, it has also repeatedly ignored the crucial requirements imposed on its activities by various statutes – as detailed previously.

## 1.4 MRJ has committed criminal offences under the Theft Act 1968

### *1.4.1 Section 16 (1) of the Act: "… by any deception dishonestly obtaining for… another any pecuniary advantage…"*

1.4.1.1 MRJ-its client has obtained from me (and other residents) monies that were not due and payable under the terms of my lease and as per the 17 June 2003 LVT determination by denying the true legal position and by supporting its client's false claims as the LVT determination was not implemented.

1.4.1.2 The unbearable stress, anguish and distress under which I was placed as a result of fighting this false claim against me in court eventually led me to pay the sum of £6,350 which I did not owe because the demand was not supported by certified accounts and, in addition, contains the sum of £1,735 which is not justified.

1.4.1.3 MRJ demanded payment outside of the terms of my lease.

***1.4.2 Section 21 of the Act: "Blackmail – (1) A person is guilty of blackmail if, with a view to gain for himself or another or with intent to cause loss to another, he makes any unwarranted demand with menaces…"***

1.4.2.1 JH inappropriately used the threat of prosecution with the aim of obtaining from me monies not due and payable.

1.4.2.2 JH subsequently filed a claim against me (and 10 other residents) in West London County Court while being fully cognisant of the fact that the LVT had told me (and other residents) to **not** pay the service charge demanded until the LVT had issued its determination and it had therefore been implemented.

1.4.2.3 JH repeatedly ignored my requests for clarification of electricity charges and proceeded to include these as part of the claim. Not only are the details of these charges full of errors, they also include charges for which I had not received an invoice – despite my requests

**1.5 MRJ has committed a criminal offence under the Criminal Justice Act & Public Order Act 1994**

***1.5.1 Section 4A of the Act: Makes it a "…criminal offence to cause harassment, alarm or distress with intent by using threatening words"***

1.5.1.1 In reply to my requests for a priced specification, JH wrote in her 20 September 2002: *"…we have to require payment by return. We must inform you that if payment is not made now our client, Steel Services will have no alternative other than to instruct solicitors to commence legal proceedings to obtain payment"* leading me to suffer harassment, alarm and distress. (This can be described as JH's 'trade mark' as she first used the threat of prosecution against residents back in October 1989 – having just taken over as managing agent for the block).

1.5.1.2 While I informed JH in December 2003 that I had paid the sum of £6,350 for the major works, I received an invoice dated 21 October 2004 which states a *"Brought forward balance"* of £14,450 – with no explanation whatsoever as to what this refers to. This is causing me an enormous of amount of distress and anguish as, given past events, I cannot exclude the possibility that JH will again file a claim against me on behalf of her client.

1.5.1.3 BM has likewise caused me – and is still causing me - distress and anguish by stating in his letter to me dated 4 August 2004 that: "[I] *refused to pay* [my] *contribution and this resulted in the proceedings before the LVT which of course resulted in the considerable delay in the commencement of the work*". While this claim is quite clearly defamatory and libellous, I suspect that this 'story' is being fed to other residents.

**1.6 Having committed criminal offences (punishable under UK law), MRJ also committed offences under the Money Laundering Regulations / Proceeds of Crime Act 2002**

1.6.1.1 MRJ aided and abetted its client in obtaining criminal proceeds as the Consent Order for £6,350 which was endorsed by West London County Court on 1 July 2004 represents an

amount I ended-up paying as a result of its extortion and fraudulent [4] tactics was not due and payable – and still is not to this day.

1.6.1.2 MRJ sought improperly to recover monies allegedly by way of service charges which were not due and payable.

1.6.1.3 Failing to check the identity of its client, resulting in its claims, over a period of at least three months that it was acting on behalf of Steel Services when, in fact, the evidence suggests that the company did not exist.

1.6.1.4 *"Knowing receipt" - Dishonest assistance to a trustee by assisting, with knowledge, in a fraudulent and dishonest design on the part of the trustees"*. MRJ committed this offence on the basis that, as defined under Section 42 of the Landlord & Tenant Act 1985, a landlord is the trustee of the account(s) in which tenants' service charge contributions are paid - and on the basis of the aforementioned offences.

**1.7 MRJ has committed offences under the Defamation Act 1996 by originating and filing documents in court with my name on them that were disseminated to other residents at Jefferson House and, hence, the public at large which, it knew, contained defamatory statements about me**

1.7.1.1 JH filed a claim against me in West London County Court on 29 November 2002 which she knew to be false. On the same claim, 10 other residents were listed resulting in the dissemination of this libellous, defamatory material to the public at large.

1.7.1.2 MRJ continued issuing documents to West London County Court which were released to other residents until August 2004 that contained false claims against me.

1.7.1.3 These documents deliberately set out to mislead as MRJ had absolute knowledge that these documents contained false statements

1.7.1.4 I could suffer great financial loss as a result of this in future as, seen in isolation, any reasonable and respectable people who come across these documents will think less of me as a result. Among others, this could have a catastrophic effect on my future employment prospects. (My job applications may be rejected due to the defamatory statements issued by MRJ and subsequently circulated by CKFT and the courts to other residents)

**1.8 Conclusions**

I am now going into the 4th year of an absolute sheer hell that has totally and utterly ruined my life over this period. As agents acting for Steel Services, the originators and implementers, and therefore key perpetuators of this are Joan Doreen Hathaway M.R.I.C.S and Barrie Martin F.R.I.C.S.

I have consistently agreed that repair and redecoration works are required at Jefferson House. Obviously – and contrary to JH and her client's claim that the reason I have been challenging the service charge demand is because I did not want to pay it (which was the opening statement made by Steel Services' Counsel, Mr Warwick, during the LVT proceedings) – I fully expect to pay my share. (As, indeed, I have done in the past since becoming a lessee in 1986). However, when presented with a £14,400 demand, I do expect to be provided with detailed information as to what this sum is going to be used for – as per my statutory rights – and the terms of my lease.

Subsequent events have demonstrated that MRJ and its client do not consider this to be a legitimate request. Indeed, instead of complying with statutory and contractual requirements – as well as their obligations as member / fellow of the RICS - they opt for an arsenal of blackmail, extortion, deceit and

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[4] Collins English Dictionary definition of '**fraud'**: *"Deliberate deception, trickery or cheating intended to gain an advantage; an act or instance of such deception; something false or spurious"*

intimidation tactics in order to, one way or another, obtain payment – relying heavily on lessees giving up because of, among others, the unbearable toil their actions have on them.

Because of JH and BM's actions I have suffered - and continue to suffer - the most horrendous amount of sustained stress, anguish, torment and distress leading to serious consequences on my physical and emotional health requiring the need to seek medical treatment.

This suffering, now going into its 4th year, started within days of my email to JH of 2 February 2002 when I highlighted that the focus of the proposed condition survey had more to do with the planning application to build an extra floor for a penthouse flat than with repair and redecoration to the block. (And indeed, among others, a penthouse flat is currently under construction). It comprised of harassment, intimidation and assault.

It continued as I then challenged the 17 July 2002 demand for £14,400, increasing in ferocity and viciousness in an attempt to make me 'cave in': threat of forfeiture; malicious (and ludicrous) reports to Kensington & Chelsea police. It went on during the LVT hearing.

Pre the LVT determination, it entailed JH filing a false claim against me in court (under a 'Statement of Truth'). Post the LVT determination, (knowingly) using false information supplied by MRJ, CKFT went into 'overdrive' with its blackmail and extortion tactics in the process, continuing to misrepresent the true legal position, as well as defame my name and my character. Post the LVT determination, the court procedure went on for a year, as CKFT was absolutely intent on obtaining from me an agreement that would have had the effect of allowing its client, Mr Ladsky, and agent, MRJ, to come back and ask me for more monies for 'these major works'.

To the sheer hell of 1.5 year of court hearings and procedure, was added the suffering of what I can only describe as harassment, bordering on persecution by the courts as, on 3 occasions, I was wrongly informed that an action against 3 other residents (i.e. on the same claim) concerned me.

One year after the LVT determination, MRJ-its client – who had not implemented the determination - opted to just discard it. Why? Because the overall conclusion is that £.5 million was determined by the LVT as being unjustified, including in part, contrary to RICS best practice.

For more than a year now, I have paid the sum of £6,350 for 'these works' (a sum I did not owe - and still do not owe) – and exchanged a Consent Order to this effect (endorsed by the court on 1 July 2004). Yet, in an invoice dated 21 October 2004, MRJ demands that I pay the sum of £14,450 – without any explanation whatsoever. This, added to the £6,350 I have paid brings the total to **£20,800.**

I had hoped that by now common sense would prevail over greed and arrogance which have been the driving force since Day 1. Not so. In sending the 21 October 2004 invoice, and by not supplying me with the year-end accounts since 2001, MRJ and its client are very clearly communicating that they are intent on continuing the fight. This leaves me no other option but to continue fighting back.

Fighting the demand which I knew to be unjustified and therefore unlawful has, to date, cost me:

- Close to £50,000 on a surveyor, solicitors and barristers (and I am on a salary)
- Some 4,000 hours of my life (based on a working year, this is equivalent to 2.5 years)
- It has caused me significant loss of earnings as I have had to take time off work to, not only attend hearings, but also in order to write the voluminous amount of correspondence that this unlawful demand has forced me to generate, etc. It has also cost me the majority of my spare time since 2002.
- Probably in excess of £7,000 on postage, etc.
- It has caused me and continues to cause me an enormous amount of stress, anguish and distress leading to serious consequences on my physical and emotional health. What is going to happen

next? Will JH file another claim against me on behalf of Steel Services in relation to the £14,450 invoice, dated 21 October 2004 (for which there is absolutely no explanation)? (It only cost Steel Services £500 to file one claim against 11 residents first time round).

What is going to be the long term cost to my health of going through this sheer hell? I do not know.

There are many other costs such as causing me humiliation as I work in the financial services sector and therefore had to report that I was facing a court case. And there are also future potential costs: those resulting from circulating defamatory materials about me.

**Had JH and BM had integrity (the 1st RICS core value) none of this would have happened.**

Like their client's, JH and BM's greed and arrogance know no bounds. I view JH in particular, but also BM as evil, corrupt [5] and morally depraved individuals who will stop at absolutely nothing to achieve their dishonest objectives. (And they have *"Office of the Hendon Christian Housing Association"* plastered on their shop frontage!)

Their method of operating is criminal as they breach statutory requirements, as well as common law – and quite clearly, do not care. In doing this – and in JH having the designatory initials M.R.I.C.S, while BM has F.R.I.C.S - they sully the reputation of praise-worthy members of the RICS, as well as greatly devalue the standing of the RICS.

Finally, as I have made the payment of £6,350 (which should have been placed on the trust fund by MRJ) I also want to be reimbursed of this amount less £250 i.e. £6,100. This is because, MRJ and its client opted to totally disregard the LVT determination and appointed a new contractor, Mansells, who had not tendered against the contractor, Killby & Gayford, for which the price specification was the basis of the LVT proceedings. Therefore, the 'so called' Section 20 Notice of 2002 has been invalidated and a new one should have been issued. This has not happened.

Because of this, under the Landlord & Tenant Act 1985, in particular the statutory instrument 2003 No 1897, of the £6,350 Steel Services-MRJ has had from me (part of it for over one year), it can only spend £250 on Mansells.

I also want interest at 8% per annum on: the sum of £2,255.07 since 7 September 2003 to the date the banker's draft is received by my bank, and on the sum of £3,844.93 since 23 December 2003 to the date the banker's draft is received by my bank.

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[5] Oxford and Collins English dictionaries definition of **'corrupt**': *"Lacking in integrity; open to or involving bribery or other dishonest practices"; "Morally depraved"*

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