

Mr Simon Love
Conduct Manager (Complaints)
Professional Regulation & Consumer Protection
RICS
PO Box 2291
Coventry CV4 8ZJ

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

(By recorded delivery)

Your Ref: PC-SL/183/4402/05

5 March 2005

Dear Mr Love

**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**

Thank you for your letter dated 1 March 2005.

1 Year end accounts

Since my 2 February 2005 complaint to your Office, with his letter dated 9 February 2005¹ Mr Patrick Moriarty, Investigator, Local Government Ombudsman, has sent me a copy of what are defined as the "Service Charges for the year ended 31 December 2002"² and "2003"³ for Jefferson House.

In the case of the 2002 "Service Charges", they comprise the following 4 pages:

- (i) a front cover headed "*Service charges for the year ended 31 December 2002*" and featuring the name of Pridie Brewster Chartered Accountants, Twickenham, Middlesex TW1 3SZ, dated 5 December 2003
- (ii) A page of commentary (referred to as page "1") headed "*Service Charges for the year ended 31 December 2002*"
- (iii) A page (referred to as page "2") headed "*Service charge expenditure for the year-ended 31 December 2002*"
- (iv) A page (referred to as page "3") relating to funds "*Contingency fund for the year ended 31 December 2002*" and "*Major works fund for the year ended 31 December 2002*"

In the case of the 2003 "Service Charges", they comprise of the same set of 4 pages – as per above – but relating to "*Service charges for the year ended 31 December 2003*" and are dated 5 November 2003.

1.1 MRJ has breached the terms of my lease by not supplying me with the 2002 and 2003 accounts within the time frame – and this in spite of numerous requests

Clause 2 (2) (i) of my lease states: "...after the end of each financial year 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...".

¹ Letter to me from Mr Moriarty, Investigator, Local Government Ombudsman, dated 9 February 2005

² "*Steel Services, Jefferson House, Service Charges for the year ended 31 December 2002*"

³ "*Steel Services, Jefferson House, Service Charges for the year ended 31 December 2003*"

I also refer you to the previously supplied copy of the 25 June 2004 letter from Mr Hutchings, Tenancy Relations Officer, Kensington & Chelsea Council, to MRJ, in which he states that, by not providing me with the 2002 accounts MRJ is in breach of S. 21 (1) of the L&T Act 1985 – and is thus committing a criminal offence (S.25 of the Act). MRJ also breached S.21 in relation to the 2003 accounts as the accounts were supplied to the Council 5 months late.

Also enclosed in Mr Moriarty's correspondence was a fax from Mr Barrie Martin, dated 5 November 2004,⁴ addressed to Mr John Hutchings, Tenancy Relations Officer, Kensington & Chelsea Council, stating: "*I am pleased to inform you that the accountants have now completed the accounts for the year ended 31 December 2003 and have faxed us a copy. We are therefore able in turn to fax you a copy..Copies to all lessees will be sent out to them early next week.*"

As I replied to Mr Moriarty in my 28 February 2005 letter (on which I copied various individuals at the Council): this was *the first time* that I saw any of these documents, which therefore contradicts Mr Barrie Martin's claim, not only of 5 November 2004, but also his several claims to the Council over the previous months that he / Ms Hathaway had sent me the 2002 accounts.

Under section 1.1.1. of my summary, I refer you to points 8, 11, 12, 13, 22, 23 etc. and, in the main body of my complaint, to points 121, 122, 206, 209, 212, 256, 258.

(Mr Martin's 5 November 2004 fax does not refer to the 2002 accounts. It is one of the matters I am pursuing with the Local Government Ombudsman).

1.2 The 2003 accounts do not reflect the LVT determination of 17 June 2003 which had the effect of reducing the global sum demanded from £736,206 to £235,946

Clause 2.2 (i) of my lease states: "*...a copy of the accountant's certificate due credit being given in such account for any interim payment made by the Lessee in respect of such financial year pursuant to Clause 2 (2) (h) and upon the furnishing of such account... shall be repaid by the Lessor... any amount which may have been overpaid...*"

The impact of the 17 June 2003 LVT determination had the effect of reducing the global sum demanded of £736,206 by nearly 70% to £235,946. I refer you to points 7, 8 and 15 of section 1.1.1. of my summary and points 131, 154 and 160 in the main body of my complaint. In addition, I draw your attention to, among others, the following enclosures I sent you with my complaint: the LVT determination dated 17 June 2003, Mr Brock's assessment of the LVT determination dated 31 July 2003; Steel Services i.e. Mr Ladsky et. al's offer of 21 October 2003.

Please note that in the £235,946 I have taken into account the contingency fund of £140,977 which, to quote from the LVT determination, under point 63: "*...the Tribunal considers it inequitable that this fund should not be used in part to fund the works*". While under point 62 the LVT states: "*The Tribunal draws the parties' attention to the RICS Code to which property managers should subscribe and abide by, as a matter of good practice.* (Points 1.1.1.1 and 147 of my complaint)

As you can see, *the 2003 accounts do not reflect the determination.*

Because I had a letter from Ms Hathaway dated 7 June 2001 specifically stating that the fund would be used as contribution, Mr Ladsky et. al 'eventually' took full account of it in the 'offer' to me of 21 October 2003. I have supplied you with a copy of the offer dated 21 October 2003, from which I quote: "*...our client is also prepared notionally to utilise the reserve fund to reduce the total figure and, accordingly, your client's apportioned liability*". Points in my complaint under which this is discussed are: 1.1.1.1, 206, 207 and 212.

As you can also see in the accounts, *the contingency fund has not been used as contribution towards the cost of the major works.*

⁴ Fax from Mr Barrie Martin, MRJ, to Mr Hutchings, RBK&C Housing, dated 5 November 2004

I therefore again draw your attention to the fact that Steel Services-MRJ cannot charge residents differentially other than on the basis of their fixed percentage share - of a global sum which must be the same for all.

In the context of the LVT determination, I also draw your attention to:

- **Clause 2 (2) (c) (ii) of my lease:** *"The Lessor will use its best endeavours to maintain the annual service charge at the lowest reasonable figure consistent with the due performance and observance of its obligation herein"*
- My lease, *"Fourth Schedule Expenditure – Lessors expenses and outgoings and other heads of expenditure of which the lessee is to pay proportionate part by way of service charge – 1. The expense of maintaining, repairing, redecorating, renewing, amending, cleaning, repointing, painting, graining, varnishing...2. The cost of periodically inspecting, maintaining, overhauling, repairing and where necessary, replacing the whole of the heating and domestic hot water and ventilation systems...etc. "*

In other words, what I (like other lessees) am liable for under the terms of my lease is repair and maintenance, and replacing where necessary. Hence, as determined by the LVT: I am not liable for the cost of improvements. (I refer you to points 1.1.1.7, 141, 154, 157, 159 and 166 of my complaint and supporting enclosures to these points). And nor, of course, am I liable to pay for the cost of building a penthouse flat and associated costs e.g. replacement of the lift for purpose of reaching an extra floor (see points 1.1.1.33 and 137 of my complaint).

- In addition to the points contained in my complaint in relation to the construction of a penthouse flat (points 1.1.1.46, 61, 65 and 209), I attach 2 photographs of the rear view of the roof. One taken in July 2002⁵ and one taken on 6 February 2005⁶

Against this incontrovertible evidence, I draw your attention to the evidence contained in my complaint under the above mentioned points and their supporting enclosures:

Ms Hathaway's letter to me dated 26 March 2002: *"Your suggestion that the appointment of professional advisors is in any way connected with any planning application is incorrect"*

Ms Hathaway's letter to me dated 30 August 2002: *"We are informed that there is no intention to build the penthouse at the current time"* (NB: But when the works started in September 2004, so did the construction of the penthouse flat)

In his Expert Witness report, dated 13 December 2002 Mr Brian Gale, wrote under Section 4 -1.4 - *"I am able to categorically state that the Specification makes NO provisions for any construction of an additional floor nor any future requirement in the building to create a penthouse flat"*

I also attach a copy headed *"Principal Contract: Mansells Construction Services"* containing *"description of work"* placed in the common parts at Jefferson House, which reads:

*"General repair and refurbishment of the main structure of Jefferson House, 11 Basil St, to include cutting out of spalled and defective brickwork and replacing to match, **replacing asphalt roofs (!!!)**, redecoration externally, redecoration of internal common areas, replacement of lift"*⁷

On the basis of the enclosed photographs, I am sure you will agree that this is a most extraordinary way of *"replacing asphalt roofs"*.

⁵ Rear view photograph of the roof, Jefferson House, taken in July 2002

⁶ Rear view photograph of the roof, Jefferson House, taken on 6 February 2005

⁷ Mansells Construction Services, *"Brief description of work"*

I would also point out to you that, 7 months on, and the works are still very far from being completed – which is certainly not what you would expect given the above “*description of work*” and the size of the building.

1.3 The 2002 and 2003 accounts are in breach of the terms of my lease as they do not provide detail of “future costs, expenses and outgoings”

Clause 2 (2) (e) of my lease: “...the costs, expenses and outgoings ...shall be deemed to include not only the costs expenses and outgoings which have been actually disbursed incurred or made by the lessor during the relevant financial year in respect of the Fourth Schedule Expenditure... **but also the sum or sums (hereinafter called the ‘contingency payment’) on account of any other costs expenses and outgoings (not being of an annually recurring nature) which the lessor shall have incurred at any time prior to the commencement of the relevant financial year or shall expect to incur at any time after the end of the relevant financial year in respect of the said Fourth Schedule Expenditure as the accountant may in his reasonable discretion consider it reasonable to include** (whether by way of amortisation of costs expenses and outgoings already incurred **or by way of provision for expected future costs expenses and outgoings) in the amount of the service charge for the relevant financial year”**

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 of the lessor the accountant shall prepare a written statement (hereinafter called the ‘accountant’s certificate’) 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) hereof in respect of the said Fourth Schedule Expenditure and specifying the amount of the service charge payable by the lessee as aforesaid and in the Accountant’s Certificate the accountant shall certify:

- (i) **that in his opinion** the said summary represents a fair summary of the said costs and outgoings set out in a **way which shows how they are or will be reflected in the service charge**
- (ii) **that in his opinion** the said summary is **sufficiently supported by accounts receipts and other documents** which have been produced to him

1.4 The 2002 and 2003 accounts are in breach of the terms of my lease as they do not show the amount of service charge payable by each lessee

Clause 2 (2) (d) of my lease - “... the lessor shall cause the **amount of the service charge payable by the lessee for such financial year to be determined by an accountant...**”

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 of the lessor the accountant shall prepare a written statement (hereinafter called the ‘accountant’s certificate’) 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) hereof in respect of the said Fourth Schedule Expenditure and **specifying the amount of the service charge payable by the lessee** as aforesaid and in the Accountant’s Certificate the accountant shall certify:

- (i) **that in his opinion** the said summary represents a fair summary of the said costs and outgoings set out in a **way which shows how they are or will be reflected in the service charge**
- (ii) **that in his opinion** the said summary is **sufficiently supported by accounts receipts and other documents** which have been produced to him
- (iii) **that the sum specified as aforesaid represents the amount of the service charge payable by the lessee for the relevant financial year of the lessor”**

Clause 2.2 (i) of my lease: “...a copy of the accountant’s certificate **due credit being given in such account for any interim payment made by the Lessee** in respect of such financial year pursuant to Clause 2 (2) (h) and upon the furnishing of such account... **shall be repaid by the Lessor... any amount which may have been overpaid...**”

Page "1" i.e. the commentary page for both, the 2002 and 2003 accounts, states: "...shows how they are reflected in the service charge demands and **specifies the amount payable by each lessee**".

This information was not supplied with the 2002 accounts, nor the 2003 accounts.

As presented, the 2002 and 2003 accounts do not comply with the terms of the lease.

To state "*contributions received*" under the "*Major works fund*" does not meet the terms of the lease. A schedule detailing '*service charge payable by each lessee*' and '*contribution received from each lessee*' must be provided. As was done, for example, for the 1993 accounts⁸ (i.e. pre the arrival on the scene of Mr Ladsky et. al.) which, as you can see, include 3 pages of detail.

- The first page, headed "*service charges*" states, for each flat: **(1)** the "*percentage share*"; **(2)** the amount of the "*service charge*"; **(3)** the amount "*payable by lessor*" (**NB:** As relevant. This is covered under Clause 2 (2) (c) (iii) of my lease "...the costs charges and expenses...shall not include any sum paid or payable by the lessor in respect of any flat which would have been payable by the lessee of that flat had that flat been let upon terms similar to those herein contained"); **(4)** the amount "*payable by lessee*"
- The second page, headed "*service charges*" details, also for each flat, **(1)** the amount "*payable by lessee*", **(2)** "*paid on account*" and **(3)** "*amount overpaid*".
- The third page, headed "*summary of service charge balances*" provides details, also for each flat, under the following: **(1)** "As at 1.1.93 '*Due*' - '*Overpaid*"; **(2)** "YE 31.12.93 '*Due*' - '*Overpaid*' - '*Repaid*' "; **(3)** "As at 31.12.93 '*Due*' - '*Overpaid*' "

(**NB:** For an explanation of my outstanding payment at the time, please see section 13 of my complaint: "*Ms Hathaway: a long-standing history of dishonesty and incompetence*")

1.5 Setting up of a second fund, referred to in the 2002 and 2003 accounts as a "*Major works fund*" is in breach of the terms of my lease

Clause 2 (2) (e) of my lease: "...the costs, expenses and outgoings ...shall be deemed to include not only the costs expenses and outgoings which have been actually disbursed incurred or made by the lessor during the relevant financial year in respect of the Fourth Schedule Expenditure... **but also the sum or sums (hereinafter called the 'contingency payment') on account of any other costs expenses and outgoings (not being of an annually recurring nature) which the lessor shall have incurred at any time prior to the commencement of the relevant financial year or shall expect to incur at any time after the end of the relevant financial year in respect of the said Fourth Schedule Expenditure as the accountant may in his reasonable discretion consider it reasonable to include (whether by way of amortisation of costs expenses and outgoings already incurred or by way of provision for expected future costs expenses and outgoings) in the amount of the service charge for the relevant financial year"**

1.6 Holding the funds for future expenditure in more than one account is in breach of the terms of my lease

Clause 5 (7) of my lease: "As soon as reasonably practicable after receiving from the lessee the sum or sums secondly mentioned in Clause 2 (2) (e) hereof to pay **the contingency payment into a designated account** to be maintained by the lessor with a joint stock bank"

Page "1" of the "*service charges*" state, for 2002: "...we can confirm that the balance of £139,539... was held in a separate interest bearing account...we can confirm that the balance of £268,435... was held in two separate interest bearing accounts..."

⁸ "*Jefferson House, Service charges for the year ended 31 December 1993*"

Page "1" of the "service charges" state, for 2003: "...we can confirm that the balance of £131,124... was held in a separate interest bearing account... we can confirm that the balance of £490,685... was held in three separate interest bearing accounts..."

2 Your statement that the RICS 'Service Charge Residential Management Code' is not mandatory

You state in your letter that the RMC "is not mandatory, but should be used as a guide by members who act as managing agents".

I respectfully point out to you that this publication is: (1) referred to as a "Code"; (2) issued by your Office.

The Collins dictionary defines 'code' as: "A set of principles or rules: a code of practice"

RICS Rules of Conduct – Part II Personal and professional standards, item numbered 3.2 states: "...in the course of carrying out any work, the **Member...shall not act in a manner which compromises or impairs**, or is likely to compromise or impair, any of the following:... (d) **compliance with any code**, standard or Practice Statement of the Institution or any statute in force at the time"

It follows from this that the RMC is a code of practice to be followed by RICS members in the context of the said activities.

3 Your statement of exclusions from the RICS' remit

In your letter you state: "I think it would be advantageous to make clear at this stage that points 3 through 7 [of my complaint] are not within our remit to investigate. The RICS will not usurp the powers of justice and as such the appropriate forum for these would be through civil or criminal proceedings".

Points 3 to 7 you are referring to in my complaint are:

- 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

While I note your comment about 'the forum for civil and criminal proceedings', there are a number of points I wish to draw your attention to in relation to your initial assessment.

3.1 Point #3 - Landlord & Tenant Act 1985

RICS Rules of Conduct – Part II Personal and professional standards, item numbered 3.2 states: "...in the course of carrying out any work, the **Member...shall not act in a manner which compromises or impairs**, or is likely to compromise or impair, any of the following:... (d) **compliance with any code**, standard or Practice Statement of the Institution or **any statute in force at the time**"

As you know, the Landlord & Tenant Act 1985 is a statute.

As you also know, this Act sets out obligations for landlords vis à vis lessees. By being the nominated, acting agents for Steel Services, Ms Joan Hathaway and Mr Barrie Martin must therefore assume the statutory requirements set out under landlord-tenant legislation.

And, indeed, your Office recognises this in its 'Service Charge Residential Management Code' as it makes references to these obligations, as relevant, throughout the Code.

Therefore, I respectfully point out to you that breaches of the L&T Act 1985 by Ms Hathaway and Mr Martin, which are detailed in my complaint, are matters relevant for your Office to consider.

I will also add that your members cannot 'have their cake and eat it', by which I mean use the parts of the legislation that suits their needs (e.g. S.20 (2) (d) – the notice period) and ignore the parts that do not.

3.2 Theft Act 1968

I have provided you with incontrovertible evidence that Ms Hathaway and Mr Martin have demanded – and are still demanding of me monies that are not due and payable – given: (1) the LVT determination; (2) that I have a Consent Order endorsed by the Court; (3) that I have paid the sum of £6,415 (under duress); (4) the terms of my lease; (5) S.20 L&T Act 1985

This has to be regarded as a breach of the RICS' following core values (CV) and principles (P):

- CV 1 – Acting with integrity
- CV 2 – To always be honest
- CV 3 – Open and transparent in all dealings
- CV 6 – Objectivity
- CV 8 – Setting a good example
- P 1 – Integrity of member
- P 2 – Reputation of profession
- P 3 – Standard of professional conduct

as well as, RICS Rules of Conduct – Part II Personal and professional standards, item numbered 3.2: *"...the Member...shall not act in a manner which compromises or impairs... (a) the integrity of the Member; (b) the reputation of the Institution, the surveying profession or other Members; (c) the high standards of professional conduct expected of a Member; (d) compliance with any code, standard or Practice Statement of the Institution or any statute in force at the time"*

In addition to: (1) a copy of the LVT determination, (2) my surveyor's 31 July 2003 assessment of the determination, (3) my Notice of Acceptance dated 19 December 2003, (4) the Consent Order and endorsement by the court on 1 July 2004, I have also provided you with a copy of (5) a *"Major works apportionment 24th June 2002 Revised"* (produced on MRJ headed paper) which CKFT supplied to the court at the 24 June 2003 and 26 August 2003 hearing, describing it 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. (This is covered in my complaint under points 1.2.2.6, 111, 188, 199, 207 and 239).

I have also provided you with copy of Ms Hathaway's letter to me of 20 September 2002 which, in reply to my legitimate requests for a priced specification, threatens to issue proceedings against me. (See points 1.1.1.35, 86, 145 and 238 of my complaint).

In this letter, Ms Hathaway stated that *"other lessees have paid"*. As stated under point 241 of my complaint, this was not true as, in November 2002, she filed the claim against 11 residents. I have provided you with a copy of the county court claim, including the Particulars of Claim.

Likewise, I have also provided you with a copy of Ms Hathaway's letter to me dated 16 December 2002 in which she claimed that *"the vast majority of tenants have paid"*. She consequently wrote this 2 weeks after she filed the claim against 11 residents.

I put it to you that these must also be regarded as breaches of the aforementioned RICS' CVs and Ps.

3.3 Money Laundering Regulations / Proceeds of Crime Act 2002

I have provided you with very comprehensive and incontrovertible evidence in the form of: (1) correspondence between Ms Hathaway and (i) our local Citizen Advice Bureau (ii) the Tenancy Relations Officer at the Kensington & Chelsea Council; (2) between myself and the Jersey Registry Office and the British Virgin Islands Authorities; (3) service charge notices sent by Ms Hathaway – from which, in light of the evidence referred to under points (1) and (2) can only be concluded that, for a period of time, Ms Hathaway claimed to be acting – including demanding and receiving payment - on behalf of a company that did not exist.

In addition, Ms Hathaway improperly sought to recover monies allegedly by way of service charges which were not due and payable - given: (1) that the LVT had told residents to not pay the service demanded

until it had issued its determination and it had therefore been implemented (I supplied you with a copy of pages from the leaflet I and other residents were given by the LVT at the 29 October 2002 pre-trial hearing); (2) that the 17 June 2003 LVT determination was not – and has never since been implemented. Indeed, because it did not suit the needs, it was discarded and a new contractor (Mansells) was appointed without issuing a S.20 Notice; (3) the terms of my lease. Thereby amounting to aiding and abetting a trustee in the said actions. (I draw your attention to points 186, 188, 191 – 193, 195 - 199, 206, 207 and 212 of my complaint – and their supporting enclosures)

I also provided you with evidence that Ms Hathaway filed a false claim in court against me (and 10 other residents) - under a 'Statement of Truth' (thereby amounting to contempt of court). That she continued to knowingly mislead the court by supplying false information for the purpose of obtaining from me monies not due and payable. (See in the summary section 1.2.2. of my complaint, points 4, 6 and 13 and points 188, 199, 207 and 239 in the main body of my complaint – as well as supporting enclosures).

These must surely be regarded by your Office as amounting to breaches of the RICS':

- CV 1 – Acting with integrity
- CV 2 – To always be honest
- CV 3 – Open and transparent in all dealings
- CV 8 – Setting a good example
- P 1 – Integrity of member
- P 2 – Reputation of profession
- P 3 – Standard of professional conduct

as well as, RICS Rules of Conduct – Part II Personal and professional standards, item numbered 3.2: *"...the Member...shall not act in a manner which compromises or impairs... (a) the integrity of the Member; (b) the reputation of the Institution, the surveying profession or other Members; (c) the high standards of professional conduct expected of a Member; (d) compliance with any code, standard or Practice Statement of the Institution or any statute in force at the time"*

3.4 Defamation Act 1996

I draw your attention to the fact that Ms Hathaway and Mr Barrie Martin (among others) have: (1) knowingly issued documents containing false information about me by stating that I owed monies that were not due and payable; (2) released this information to other residents and therefore the public at large; (3) portrayed me as a deceitful and dishonest person to the LVT, the court and Kensington & Chelsea Council.

Of the numerous, incontrovertible evidence I have provided you with, examples include, among others, what the LVT captured under point 14 of its 17 June 2003 report: *"Ms Hathaway...maintained that Ms Dit-Rawé had seen the specification... but was unsure as to whether this had been a priced version"*. Another example is Ms Hathaway's letter of 20 January 2003 to the LVT in which she stated 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"*

These must surely be regarded by your Office as amounting to breaches of:

- CV 1 – Acting with integrity
- CV 2 – To always be honest
- CV 3 – Open and transparent in all dealings
- CV 7 – Treating others with respect
- CV 8 – Setting a good example
- P 1 – Integrity of member
- P 2 – Reputation of profession
- P 3 – Standard of professional conduct

as well as, RICS Rules of Conduct – Part II Personal and professional standards, item numbered 3.2: *"...the Member...shall not act in a manner which compromises or impairs... (a) the integrity of the Member; (b) the reputation of the Institution, the surveying profession or other Members; (c) the high standards of professional conduct"*

expected of a Member; (d) compliance with any code, standard or Practice Statement of the Institution or any statute in force at the time"

3.5 The Criminal Justice Act & Public Order Act 1994

Ms Hathaway and Mr Martin's actions I have detailed under this section: (1) threats of prosecution in response to my asking to be supplied with information as per my statutory rights; (2) having first sent me a £14,400 demand without supplying a priced specification, 2 years later, MRJ sent me another demand for £14,500 – with no explanation whatsoever; (3) accusing me of being the cause of the LVT action and of delay in the start of the works following this action – bearing in mind, among others, that it is Ms Hathaway who filed the application in the LVT on 7 August 2002; (4) threatening to inform the LVT and the court of my delays in the payment of my service charges in the past – while conveniently ignoring the reasons for my resorting to doing this. (See section 13 of my complaint: "Ms Hathaway: a long-standing history of dishonesty and incompetence")

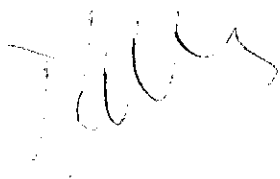
Surely, these must equally be regarded by your Office as breaches of the RICS':

- CV 1 – Acting with integrity
- CV 2 – To always be honest
- CV 3 – Open and transparent in all dealings
- CV 4 – Accountability for actions
- CV 6 – Objectivity
- CV 8 – Setting a good example
- P 1 – Integrity of member
- P 2 – Reputation of profession
- P 3 – Standard of professional conduct

as well as, RICS Rules of Conduct – Part II Personal and professional standards, item numbered 3.2: "...the Member...shall not act in a manner which compromises or impairs... (a) the integrity of the Member; (b) the reputation of the Institution, the surveying profession or other Members; (c) the high standards of professional conduct expected of a Member; (d) compliance with any code, standard or Practice Statement of the Institution or any statute in force at the time"

Thank you once again for taking the time to consider my complaint.

Yours sincerely



N Klosterkotter-Dit-Rawé

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