

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

21 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**

Under 1.2.7.1 of my complaint I stated: *"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"*

I provided countless examples in support of my conclusion. I am now adding another one which provides further evidence of this.

On 16 March I received the enclosed letter from Ms Hathaway, dated 28 February 2005¹, which was posted on 14 March - hence, 2 weeks after being written.

Ms Hathaway states that *"...from 31 March there will no longer be any rubbish collection...Rubbish must be taken down to the rubbish room..."*. She then states, (in a 'Gestapo' style of communication) that:

"...there is an absolute restriction in your lease against leaving rubbish on the common parts of the building..."

Followed by: *"Your landlord... have told us that they will strictly enforce with legal proceedings and associated costs..."*

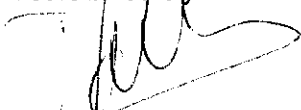
As you can see from the attached, point 5 of the Fifth Schedule² of my lease does state: *"The Lessee shall not place... any refuse or rubbish... or other common part of the building..."*

However, as you can also see from the enclosed, there is also an *"absolute"* term in my lease under Clause 5 (5) (b) which states: *"(The lessor) to remove each day (excepting Sundays) from the flat all domestic refuse and rubbish (the lessee providing his own suitable receptacle)..."*.

I ask you: how is the regular, domestic refuse normally collected from a household? Very clearly, the 'rubbish' referred to in the Fifth Schedule, is not the regular, domestic refuse. Indeed, in the 29 years I have lived in the block, it has always been collected from outside the door to my flat (and consequently include several years under the ownership by Steel Services).

Hence, the new 'dictate' is yet again, a breach of the terms of my lease – which Ms Hathaway and her 'puppet string puller' are yet again planning to impose through the threat of litigation. (The last time she filed a false claim against 11 residents it only cost £500).

Yours sincerely



N-Klosterkotter-Dit-Rawé

- 1 Letter Letter from Ms Hathaway dated 27 February 2005, and envelop show 2005
- 2 Copy of page 35 and page 26 of my lease

throughout and compensation for loss or damage
details of where your item is going

Name	Simon Love
	Conduct Manager (Complaints)
Building name or number and street	PO Box 2291
Postcode complete in full	CV4 8ZJ

Reference DP 5817 0929 0GB

barcode label to top left of package

charges to secure re-payment of money) of the Lessor's said Title

FIFTH SCHEDULE

Restrictions and Regulations Imposed in Respect of the Flat

1. The Lessee shall not erect or affix to the Flat or any part thereof any machinery or mechanical or scientific or electrical apparatus excepting only radio and television receiving sets (and indoor but not external therefor) and domestic electrical apparatus properly fitted with an approved suppressor against electrical interference to other apparatus
2. The Lessee shall not use nor authorise the user of any passenger lift for the carrying of goods
3. The Lessee shall not permit or suffer to be used any lift for the carriage of any greater number of persons than the number specified thereof by a notice affixed therein
4. The Lessee shall provide and maintain in good and clean condition net curtains for all windows in the Flat and shall at least once monthly clean all windows of the Flat
5. The Lessee shall not place leave or cause to be placed or left any furniture cycle perambulator toy box parcel bottle or other thing nor any refuse or rubbish in any entrance landing passage stairway lift or other common part of the Building nor shall the Lessee throw or allow to be thrown anything whatsoever nor any refuse or rubbish out of any window of the Flat
6. The Lessee shall comply with and be bound by any special regulations made by the Lessor relating to the user of any baggage or cycle room or store which the Lessor may in its absolute discretion made available in the Building for the use

Clause 5.

that the Lessor shall forthwith place the monies paid to it in respect of the insurance of the premises in a deposit account and the Lessee shall be entitled to the interest arising on that proportion of monies paid to it under terms in this clause (5) so far as practicable and subject always as provided in clause 7 hereof to use its best endeavours to maintain the services of a porter or porters for the performance of the following duties in the Building

(a) to cleanse the entrance hall stairs and passages and attend to the lighting and extinguishing of the lights therein

(b) to remove each day (excepting Sundays) from the Flat all domestic refuse and rubbish (the Lessee providing his own suitable receptacle for the carriage, thereof) PROVIDED that the

Lessee shall not employ the said porter or porters to perform any special services for the Lessee

(6) At the request of the Lessee and subject to payment by the Lessee of (and provision beforehand of security for) the costs of the Lessor on a complete indemnity basis to enforce any covenants entered into with the Lessor by tenant of any other flat in the Building of similar nature to those contained in Clause 2 hereof

(7) 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

(8) (a) That whilst any flat comprised in the Building shall not for the time being be let or shall be let on terms under which the Lessee tenant or occupier thereof shall not be liable to pay such service charge as would be payable by him if such