

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

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

**(By recorded delivery)**

30 March 2005

Dear Ms Hathaway,

**Year-end accounts for Jefferson House – Collection of refuse from flat**

**1 Year-end accounts**

I acknowledge receipt of your letter dated 16 March 2005, posted on 23 March and received on 26 March, in which you state:

- *"Notwithstanding the two sets of copy accounts that we have already sent to you for 2002 and 2003, we understand that you assert that you have not received these..."*. I reiterate that I did not receive these accounts from you – in spite of my numerous requests.
- You continue: *"...and therefore we enclose herewith additional copies..."*. What you have sent me are two copies of what are referred to as *"Service charges for the year ended 31 December 2003"*. Hence, contrary to your statement, you have not sent me the 2002 accounts.

What you have sent me for 2003 is a 4 page document comprising of:

- (i) a front cover headed *"Service charges for the year ended 31 December 2003"* and featuring the name of Pridie Brewster, Chartered Accountants, 29/39 London Road, Twickenham, Middlesex TW1 3SZ, dated 5 November 2004
- (ii) A page of commentary (referred to as page "1")
- (iii) A page (referred to as page "2") headed *"Service charge expenditure for the year-ended 31 December 2003"*
- (iv) A page (referred to as page "3") headed *"Contingency Fund for the year ended 31 December 2003"*

**The 2003 "Service charges" issued – and certified - by Pridie Brewster are in very serious material breach of a number of terms in my lease – as well as statutory requirements under the Landlord & Tenant Act 1985 as:**

- |                                                                                                                                                                                                                                                                                                             | <b>My lease</b>                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| 1) The accounts do not reflect the Leasehold Valuation Tribunal (LVT) determination of 17 June 2003 which had the effect of reducing the global sum you demanded on 17 July 2002 from £736,206 to £235,946 i.e. a difference of £500,000 – (and consequently my 1.956% share of it from £14,400 to £4,615). | Clause 2.2 (i)<br>Clause 2 (2) (h)<br>Clause 2 (2)(c) (ii)<br>Fourth Schedule<br>Expenditure |
| 2) The contingency fund has not been used as contribution towards the cost of the major works.                                                                                                                                                                                                              | Clause 2 (2) (e)<br>Clause 2 (2) (f)<br>Clause 2.2 (i)                                       |

In calculating the global sum of £235,946 I took the contingency fund into consideration given Clause 2 (2) (e) of my lease – a point firmly endorsed by the LVT under point 63 of its 17 June 2003 determination.

Because I had a letter from you dated 7 June 2001 specifically stating that the fund would be used as contribution, your client, Mr Andrew Ladsky, through his solicitor, Ms Ayesha Salim, Cawdery Kaye Fireman & Taylor (CKFT), London NW3 1QA, 'eventually' took full account of it in the 'offer' to me of 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".

I remind you that the offer – which I paid - was for £6,350 (vs. your original 17 July 2002 demand of £14,400.19). This amount includes the sum of £1,735.74 which is not justified as the LVT said to be unable to make a determination due to the lack of specification.

£1,735.74 represents 1.956% of £188,783, including VAT and an 11% management fee i.e the percentage that you used in your 17 July 2002 demand (although Mr Ladsky's surveyor, Mr Brian Gale, stated in his 20 December 2001 tender to undertake the condition survey of the building that his management fee was 10%).

- 3) You-your client 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. Clause (2) (c) (i)

What each lessee is required to pay is clearly defined by means of a fixed percentage for each of the 35 flats - as you supplied e.g. with your 7 August 2002 application to the LVT – and the global sum on which this is calculated must be the same for all.

In addition to my lease, this point has also been made abundantly clear by the LVT when:

- In a letter dated 17 July 2003, Mr Silverstone, CKFT, wrote to the LVT: "*Our client's Council has advised us that the LVT was asked to make a determination of the specific amount of the service charge payable by the tenant of flat 3, Ms Dit-Rawé...*"
- To which the LVT replied in its letter dated 21 July 2003: "*It is not the duty of the Tribunal to assess the particular contribution payable by any specific tenant but only to determine the reasonableness, or otherwise of the service charges as a whole to go on the service charge account from which no doubt you can assess the proportion for that particular tenant*". (This letter was copied to West London County Court).

- 4) The accounts do not provide detail of "*future costs, expenses and outgoings*". Clause 2 (2) (e)  
Clause 2 (2) (f)
- 5) What you have sent me does not show the amount of service charge payable by each lessee. Clause 2 (2) (d)  
Clause 2 (2) (f)  
Clause 2.2 (i)  
Clause 2 (2) (c) (iii)

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

This information was not provided.

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 per the terms of my lease, this schedule must also identify - Clause 2 (2) (c) (iii) "...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"

6) Setting up of a second fund, referred to in the 2003 accounts as a "Major works fund" is in breach of the terms of my lease. Clause 2 (2) (e)

7) Holding the funds for future expenditure in more than one account is in breach of the terms of my lease. Page 1 of the commentary reports a total of 4 accounts. Clause 5 (7)

8) In addition to breaching the terms of my lease, the accounts do not even provide the information as per Section 21(5) of the Landlord and Tenant Act 1985: "The summary shall set out the costs in a way showing how they are or will be reflected in demands for service charges"

A Section 21 Landlord & Tenant Act 1985 request was sent to you by Mr John Hutchings, Tenancy Relations Officer, on 25 June 2004.

(To the individuals at the Kensington & Chelsea Council copied on this letter and Mr Moriarty – please note that I have raised this in my previous communication to you dated 27 February 2005).

See also  
- My Diary 6 May 08  
- my 3 Jun 08 Witness Statement which led the crooks to back down by issuing a 6 Jun 08 Notice of discontinuance of "ALL the 27 Feb 07 claim" filed against me  
- And after my 19 Jan 09 reply to the points of dispute, it led to the crooks paying me back (only) £2,640 - see My Diary 30 Jan 09 for what happened at SCCO hearing, and My Diary 11 Nov 08 for preceding events

I will take this opportunity to add that, as you-your client opted to discard the 17 June 2003 LVT determination and have instead appointed a new contractor, Mansells - without issuing a Section 20 Notice - the 'so-called' Section 20 Notice of 2002 has been invalidated.

Because of this, under the Landlord & Tenant Act 1985, in particular the statutory instrument 2003 No 1897 which came into force on 31 October 2003, of the £6,350 you-your client have had from me (for over a year), you can only spend £250 on Mansells. The same applies to the other lessees.

I intend to report the aforementioned major failings in the certified accounts to the Institute of Chartered Accountants in England & Wales. However, I will only do this on **Monday 18 April 2005** to give Pridie Brewster the opportunity to reply.

(For the benefit of Pridie Brewster, as all others copied on this letter know the details:

Claim was filed by Cawdery Kaye Fireman & Taylor

- Ms Hathaway filed one claim against me and 10 other residents – under a Statement of Truth - on 29 November 2002 in West London County Court (ref: WL203 537) demanding from me, among others, the sum of £14,400.19 for the major works.
- The claim against the other 10 residents was also for the full amount of the original demand dated 17 July 2002.
- The total amount of the claim filed by Ms Hathaway was £303,793.27 + £500 Court fee = £304,293.27
- Through CKFT, 'deals' were struck with residents listed on the claim which were not based on their fixed percentage share of the same global sum (as exemplified under point 2 above).

## 2 Collection of refuse from each flat

On 16 March 2005 I received a letter from you dated 28 February 2005, posted on 14 March – hence, 2 weeks after being written. In this letter, which I can only describe as a 'Gestapo style of communication', you state:

"...from 31 March there will no longer be any rubbish collection... Rubbish must be taken down to the rubbish room"

You then state: "...there is an absolute restriction in your lease against 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..."

Point 5 of the Fifth Schedule of my lease does state: "The Lessee shall not place... any refuse or rubbish... or other common part of the building..."

However, I draw your attention to 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)..."

In the 29 years I have lived in the block – which includes several years under the ownership of Steel Services – my regular, domestic refuse has always been collected from outside the door to my flat. Very clearly, the "rubbish" referred to under point 5 of the Fifth Schedule is not the regular, domestic refuse normally collected from a household. I stress that I do comply with point 5 of the Fifth Schedule.

Hence, your and client's new 'dictate' is, yet again, a breach of the terms of my lease which you and your client are yet again intending to impose through litigation.

Yours sincerely,



N. K. Dit-Rawé

cc. (Including the following enclosures: (1) Ms Hathaway's letter dated 27 February 2005; Ms Hathaway's letter of 16 March 2005; (3) page 26 and 35 of my lease)

- Pridie Brewster, Chartered Accountants
- Mr Patrick Moriarty, Investigator, Local Government Ombudsman (Ref: 04/A/12485/PBM)
- Mr Simon Love, Conduct Manager (Complaints), RICS (Ref: PC-SL/183/4402/05)
- Jean Daintith, Executive Director of Housing & Social Services, Kensington & Chelsea Council
- Mr Gerald Wild, Chief Housing Officer, Kensington & Chelsea Council
- Councillor Shireen Ritchie, Kensington & Chelsea Council
- Derek Myers, Chief Executive, Kensington & Chelsea Council
- Gifty Edila, Director of Law & Administration, Kensington & Chelsea Council
- Mr John Hutchings, Tenancy Relations Officer, Kensington & Chelsea Council

To those copied, please note that from 4 April 2005, Martin Russell Jones new address will be:

Premier Suite 115, Premier House, 112 Station Road, Edgware, Middlesex HA8 7BJ

Tel: 020 8731 5880; Fax: 020 8731 5888

Delivery with the security of barcode tracking throughout and compensation for loss or damage details of where your item is going

Name	Mrs M. HATHAWAY MARTIN RUSSELL JONES
Building name or number and street	312 Station Road Kensington Central
Postcode complete in full	N.W.4 3JN

Reference DP 6353 9732 3GB

barcode label to top left of package

# MARTIN RUSSELL JONES

5 Watford Way,  
Hendon Central,  
London, NW4 3JL

CHARTERED SURVEYORS

Management Department  
Telephone: 020 - 8202 3858  
Fax: No: 020 - 8202 9513  
e.mail: management@m-rj.co.uk

Posted 2nd class on 14 March  
Received on 16 March

To all Lessees  
Jefferson House  
Basil Street  
London SW1

Our Ref: JH/MAN

28<sup>th</sup> February 2005

Dear Lessee

## **Re: Refurbishment of Jefferson House**

Further to our previous correspondence regarding the refurbishment, as you are aware the works are progressing well. The works to the lift should be finished by the end of April and once it is back in service we must inform you that it is only for the carriage of people and all goods of any description must be carried up the staircase at the left or right-hand side of the block. The lift must never be used for building materials, furniture or goods removals or access to the flat by builders.

We would also advise that from 31<sup>st</sup> March there will no longer be any rubbish collection by the porter at Jefferson House. Rubbish must be taken down to the rubbish room at the end of the basement corridor by the electric meters. If you are unsure of the position of the room please ask the porter to show you. Please ensure that all rubbish is properly wrapped and that no liquids are able to escape and damage the carpet.

If you sublet your flat please ensure that your tenants are advised that rubbish will no longer be collected and that you will be responsible if they breach the rules.

We have had to take this measure on the instructions of the landlord for a number of reasons. Firstly there have been rats and mice in the building partly as the result of rubbish left in the hallways and secondly there have been numerous complaints of smells and the unsightly nature of bags left on the common parts of the building. You will note that there is an absolute restriction in your lease against leaving rubbish on the common parts of the building at any time for however a short a period. Your landlord, Steele Services Ltd have told us that they will strictly enforce with legal proceedings and associated costs, if necessary, the terms of your lease without any further notice particularly as the common parts of the building will be newly refurbished and it is in everyone's interest that it should be maintained for as long as possible in good condition. It is only courteous to your fellow residents that you strictly abide by this regulation.

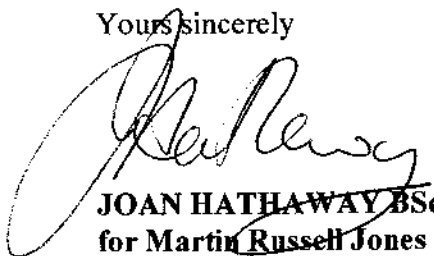
Finally, the entrance lobby is being refurbished and will shortly be completed. Once

Clause 5(5)(b) of my lease: "The Lessee ... to remove each day from the flat all domestic refuse and rubbish ..."

finished it will not be possible for any removals to take place across the new area. The second door to the building must be used when moving in or out of the property. The porter will upon notice make access available through that door. Whilst it will be slightly awkward for some lower ground floor residents it will be appreciated that the new hall must be kept in the best possible condition and free from obstruction as required under the terms of your leases.

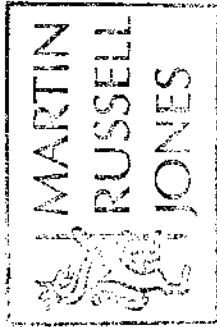
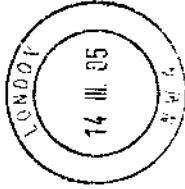
We trust that the above is self-explanatory but if you have any queries please do not hesitate to contact us.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Joan Hathaway', written over a printed name.

**JOAN HATHAWAY BSc MRICS**  
for **Martin Russell Jones**

POSTAGE PAID  
GREAT BRITAIN  
0021  
FSC215428



Ms N Dit-Rawe  
3 Jefferson House  
11 Basil Street  
London SW3 1AX

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