

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

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

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

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

**(By Recorded Delivery)**

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

14 October 2005

Yes! Having sat on the **03.08.05** letter debating whether I should waste more of my time repeating what I had already said - having already made an enormous investment in time and costs, I thought I'd better do it - and thereby complete 'the circle'... which, of course, with this corrupt, arrogant and contemptuous so-called 'regulator' resulted in a final 'Get lost!': **04.11.05** - 3 years later, it was followed by the RICS attempting to gag me

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, Edgware, Middx HA8 7BJ (London NW4 3JL at time of complaint)**

In your letter of 3 August 2005 you state that you "have received a reply to my letter of enquiry regarding your complaint".

You then continue "I would be grateful if you could review the reply and enclosures and give me your comments".

You do not enclose a copy of your letter to MRJ. Yet, you expect me to "review the reply... and give [you] [my] comments".

In your initial reply to me of 1 March 2005 you wrote that you "will be approaching the members named in your complaint for their comments on three specific matters and one general one".

**What points did you raise that led to the 25 July 2005 reply from MRJ?**

I have included comments on the letter

My assessment of this reply is that MRJ has not dealt with any of the complaint I raised against it. Therefore, you have no choice but use your full disciplinary power against MRJ.

Reading my complaint will help you assess MRJ's reply. For example, the implication in MRJ's 25 July 2005 letter that it was led to take legal action because I had not paid.

- MRJ did not issue priced specification which led me and at least 10 other residents (representing a total of 14 flats) to challenge the demand. I provided you with a record that **six times** between 11 August 2002 and 12 January 2003, I requested from MRJ/CKFT a copy of the priced specification.
- These include four letters to MRJ/CKFT on 11 August 2002, 16 September 2002, 17 October 2002, 12 January 2003 and two letters to the LVT on 22 October 2002 and 25 November 2002 which were copied to MRJ-CKFT. In fact, a copy of the priced specification was eventually hand-delivered to my flat just 36 hours before the 5<sup>th</sup> February 2003 hearing.
- In her letter to me of 16 December 2002 Ms Hathaway wrote "We have, on a number of occasions, provided you with the information that you have required... we cannot, therefore, understand why you should be asserting that you cannot ascertain what the works consist of..."
- In her 20 January 2003 letter to the LVT Ms Hathaway wrote, among others, 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".
- During the 5 February 2003 LVT hearing, Ms Hathaway vehemently asserted, yet again, that a copy of the priced specification was available at the porter's lodge and that "the porter has confirmed that Ms Rawé has looked at them". She then contradicted herself in reply to a question, by my Counsel saying: "Oh!, there are so many reports in the porter's lodge, he would not know which is which!"

My 19 Oct  
03  
Witness  
Statement

LVT #  
2.2

You guessed it: **Brian Gale** = another one who is "RICS regulated"

- This is captured under point 14 of the 17 June 2003 LVT determination: "*Ms Hathaway (of Martin Russell Jones), on behalf of the Applicant, resisted the application for an adjournment... She maintained that Ms Dit-Rawé had seen the specification in the porter's room, but was unsure as to whether this had been a priced version*".
- The same damning evidence is found in Mr Brian Gale's 24 February 2003 report, under point 2.04: "...*the un-priced or priced Specification...has been... freely available for all lessees to view*"

I have supplied you with copy of all these documents. In addition, I have also supplied you with evidence from other residents:

- **Resident G's** letter of 3 August 2002 to Ms Hathaway "*Before I can agree to the demand that you have made I need... (1) a detailed breakdown of the figure of £564,467 against the specification*"
- The 3 September 2002 letter from **Resident K's solicitors** to Ms Hathaway: "*Please provide a breakdown of the apportionment of the total amount claimed...*"
- **Resident D** who wrote to Ms Hathaway on 24 September 2002 "...*your letter of 20 September in which you threaten legal proceedings in the event of not receiving payment from us... as of this date... have (not) received the complete data you undertook to provide at our meeting in your offices on 30 July 2002... This situation has prevailed despite two further letters of remind dated 27 August and 9 September*"
- **Resident M** wrote to the LVT on 19 October 2002 "*I have had several phone conversations with MRJ requesting an executive summary of the planned work such as 'description of work item', 'cost', 'priority'. I never received such summary*"
- **Resident K** wrote to the LVT on 28 October 2002 "*Additionally no responses have been received by neither my solicitor nor myself to any query (see attached letter)*"
- There is also the 20 October 2002 email from **Resident C** to the LVT "*I paid a portion, approximately £17,000, not of my own free will, but because I felt intimidated and threatened. It may appear that the persons who paid all or a portion of the assessment are accepting of the assessment and proposal from Steel Services and MRJ as fair. Not so in my case, it is out of fear. Steel Services and MRJ will take legal action if I do not comply. Living outside the UK makes it virtually impossible to allow oneself to become involved in a lawsuit...*"

LVT #  
1.4

No! CKFT filed the claim; Hathaway endorsed the...

I identified in my complaint that **Ms Hathaway filed a claim against me and 10 other residents** in West London County Court on 29 November 2002 – under a **Statement of Truth** – that I and the other lessees on the claim **owed the original sum demanded**.

WLCC  
# 2.2

...'statement of truth' on the Particulars

She **filed** this claim in spite of the fact that, at the 29 October 2002 pre-LVT hearing – which **she attended**, (as evidenced by the directions issued by the tribunal - of which I supplied you with a copy) **we, the residents, were specifically told by the Tribunal that if we paid the service charge demanded, the Tribunal would not be able to help us**. We were handed a booklet relating, on page 5, the outcome of the Daejan v LVT case stating that the Tribunal only has jurisdiction for service charges that are **still unpaid**. Likewise, I have provided you with a copy of pages from the booklet.

The first day of the substantive LVT hearing took place **four months** after she **filed** the claim – and were completed on 28 April 2003.

The legal action – which was an abuse of process of court as the same action was taking place in the LVT - was used a means of **bullying and coercing residents into paying an amount NOT due and payable** – as evidenced by the fact that most of the service charge imposed on ALL the lessees in the building was ruled out by the LVT. Likewise, I have supplied you with a copy of the 17 June 2003 LVT determination.

LVT # 4

However, the reduction in the cost was NOT applied to all the lessees in the building – as evidenced by the 23 May 2003 letter from CKFT to West London County Court which states:

"*The claimant has obtained judgement or settled proceedings against all Defendants, except the following...*".

This list includes four residents. Not only have I referred to this in my complaint under point 168, 182 and 183, I have also supplied you with a copy of the document.

Hence – as stated in my complaint - Steel Services, and consequently its agents, MRJ, obtained monies from **seven** residents BEFORE the LVT issued its determination dated 17 June 2003.

This is in spite of the fact that the penultimate sentence under point 64, page 15 of the 17 June 2003 determination reads:

***“...the Respondent and other tenants could not be forced to contribute in the case of improvements and/or works not determined as reasonable by the Tribunal...”***

I also pointed out the following in my 2 February 2005 complaint to your Office:

- In her 20 January 2003 letter to the LVT, Ms Hathaway wrote *“The work is becoming more urgent as there are **continuing problems with the roof, lift and boiler**. Due to the delay in implementing them the problem with the roof is now deteriorating and causing substantial damage to the top flat”*.
- The works were only started 1 year 8 months later and the minute they started, so did the **construction of the penthouse flat** - as per the Planning applications that had been filed initially on 18 September 1998 and again on 13 November 2001. **That was the urgency – and the reason for the extortionate demand**. To which I will now add that the outcome of the works has resulted in the **addition of two flats: now 37 v 35 flats at the start of the works.** In fact, by then: 39
- 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 again emphasised this to you in my 3 March 2005 reply by attaching two photographs of the rear view of the roof. One taken in July 2002 and one taken on 6 February 2005.
- I can now provide you with the attached updated photograph <sup>1</sup> taken last month. As to the documents from which the quotes are extracted I have, likewise, previously supplied you with copy of all.

Related to this, in my complaint, I also pointed out the following about Ms Hathaway’s claims of “urgency” about the works, including the ‘roof’ – **which of course was totally demolished in order to build the penthouse flat**. The same claims of ‘urgency’ were also made about the boiler and the lift - items which, of course would be affected by the construction of an extra floor. Again, I supplied you with copy of the documents:

- **7 June 2001** letter from Ms Hathaway to ‘All Lessees’: *“...**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 external refurbishment in the Autumn...”*. The following must also be noted in Ms Hathaway’s letter: *“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**...”*
- **30 January 2002** email from Ms Hathaway to me: *“particularly bearing in mind the **urgency** of some of the required works”*
- **26 March 2002** letter from Ms Hathaway to me: *“... the **roof** has reached the end of its useful life and is leaking... **The roof must be attended to as soon as possible**... Considerable work needs to be undertaken to put the property into a substantial state of repair”* She also stated in this letter: *“We and the head lessees are simply complying with our ...obligations under the leasehold interest”*
- **20 January 2003** letter from Ms Hathaway to the LVT: *“**The work is becoming more urgent** as there are continuing problems with the **roof, lift and boiler**. Due to the delay in implementing them the problem with the **roof** is now deteriorating and causing substantial damage to the top flats”*

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<sup>1</sup> View of the back of Jefferson House taken in July 2002 and on 24 September 2005 – with extracts from various documents (from Mr Andrew Ladsky, Ms Hathaway, Mr Brian Gale and Mansell)

- Point 5.09 of **Mr Brian Gale's 24 February 2003** "Expert Report / Evidence of Proof": "*Jefferson House...has had very little or significant upgrading or refurbishment for many years.(!!!) It is clear, upon its face, that **the building is in dire need of significant works** to bring it up to a more modern standard and a proper, fit and substantial state of repair"*
- **5 August 2003** letter from Ms Hathaway to 'All Lessees': "*The vast majority of leaseholders have paid their contribution in respect of the works but there is a small minority who have not paid and this is delaying the implementation of the works... **we will be able to advise you of a starting date in the near future***"
- **26 March 2004** letter from Ms Hathaway to 'All Lessees': "*...the intention being that the proposed works **can be started as soon as possible***"

As I wrote in my complaint, the reason for the delay of more than three years is that **MRJ's client evidently wanted to make sure it had closure with all the residents listed on the claim before announcing the start of the works** (and had cashed in as much as possible – regardless of the LVT determination and of the terms of the lease).

The announcement on the start date for the works was done on the same day that the last resident 'capitulated' in Wandsworth County Court i.e. **2 August 2004**, date of Mr Barrie Martin's letter to 'All the Lessees'. (Also supplied to you)

I also stated that the LVT determination has never been implemented.

The boiler was only replaced 12 years later. Notices # 5 & # 6

Evidence of this can be seen in MRJ's letter of 21 September 2005<sup>2</sup> - i.e. **2 years and 3 months after the LVT determination** - stating that **new pumps and a new control panel are required for the boiler**. The fact that MRJ has sent me this notice implies an intention to charge me for this.

I also attach extracts from the LVT determination of 17 June 2003 in relation to the boiler<sup>3</sup> which, in summary, states that "*The specification is considered inadequate in that it is vague and lack specific detail...the Tribunal does not consider that it has sufficient information to make a proper judgement and therefore makes no determination in respect of the boilers*"

Brian Gale # 6

I also note, among others, MRJ's 'favourite' claim that I have a problem with the postal service. The following is a more recent example against MRJ's 'favourite excuse'.

On 26 July 2005 I sent a Recorded Delivery request to MRJ for two additional fob keys. As can be seen from the attached<sup>4</sup>, I also enclosed a self-addressed (to my office) 'Special Delivery' envelop for this purpose. At the time of writing i.e. **three months later, I am still waiting for these keys**. Is MRJ, yet again, going to claim that I have a unique problem with the Royal Mail?

In your 10 June 2005 letter in reply to mine of 2 June 2005, you wrote "*I would dispute most vehemently any suggestion that the RICS is not taking the matter seriously*".

**To date, I have not seen any evidence that your Office is taking my complaint seriously.**

Yours sincerely

N Klosterkotter-Dit-Rawé

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<sup>2</sup> MRJ's letter of 21 September 2005

<sup>3</sup> Extracts from the 17 June 2003 LVT determination in relation to the boiler

<sup>4</sup> My 26 July 2005 letter to MRJ

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Building name or number, and street	PO Box 2201 Coventry
Postcode complete in full	CV4 8JZ

Reference

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