

SUMMARY OF COMMUNICATION / EVENTS WITH WEST LONDON COUNTY COURT AND WANDSWORTH COUNTY COURT (Claim ref: WL 203 537 – Filed on 29 November 2002)

- **My letter of 10 December 2002** to West London County Court: *"I wish to bring to your attention the fact the claimant has brought exactly the same action under the Leasehold Valuation Tribunal (LVT/SC/007/120/02)"*
- **My letter of 17 December 2002** to West London County Court (included with my defence to the claim): *"ACTION TO BE STAYED - The purpose of my attached letter of 10 December 2002 was to report that the same action is being pursued by the same party in two jurisdictions: (1) yours; (2) the Leasehold Valuation Tribunal (case LVT/SC/007/120/02). Consequently, I would like to suggest that **this action through your County Court be stayed...**"*
- **My defence to the claim dated 17 December 2002** in which I wrote: *"I deny the claim because no justification has been provided for the sum demanded. Claimant already pursuing claim through the London LVT (LVT/SC/007/120/02) and process already fairly advanced... The demand does not comply with the terms of my lease. Part of my lease is different from that provided to the County Court"*.
- West London County Court tells me in a letter dated 24 January 2003: *"Your letter and attachments dated 17 Dec 2003 were referred to the District Judge who requested that you inform the court whether the claimant agrees to the claim being stayed pending the LVT hearing"*.

I did not do as the court suggested as it was abundantly clear to me that I did not stand a chance of achieving this given that:

- (1) In reply to my 17 October 2002 question: *"Are you aware that Steel Services has applied to the Leasehold Valuation Tribunal for determination of the reasonableness of the charge for major works?"*, Mr Silverstone, Cawdery Kaye Fireman & Taylor (CKFT), (solicitors for Steel Services), replied on 21 October 2002: *"We are aware that Steel Services has applied to the Leasehold Valuation Tribunal"*
- (2) In his letter dated 7 October 2002, Mr Silverstone threatened to forfeit my lease and contact my mortgage lender unless I paid the £14,400 demanded by 10 a.m. on 14 November 2002.
- (3) In spite of the evidence I provided in my reply dated 17 October 2002, Mr Silverstone nonetheless continued with his threats of prosecution in his 21 October 2002 letter – thereby denying me my statutory rights.

(NB: I also found it extraordinary that the court did not see that it had a role to perform as a result of being informed of an abuse of process of court – by an officer of the court).

- The court sends me a notice of a Charging Order hearing, dated 21 March 2003, stating that it is due to take place on 4 April 2003 (This amounted to giving me a 7 working day notice. Typical of West London County Court which has consistently demonstrated the most amazing haste in responding to Steel Services i.e. Mr Ladsky et. al's requests for hearings).
- **My letter of 25 March 2003** addressed to the District Judge: *"...your notice dated 21 March 2003 that a charging order hearing... will take place on 4 April 2003. I am baffled by this given the following events... 29 Oct 2002 - During the hearing, Mr J.C. Sharma JP FRICS, Chair, tells us that if we pay the service charge demanded before the hearing, then the Tribunal will not be able to do anything. In other words, Mr Sharma tells us to not pay the service charge until the Tribunal has reached a decision"*.

(NB: At the 29 October 2002 pre-trial LVT hearing, we (the residents) were handed a leaflet 'Applying to a Leasehold Valuation Tribunal – service charges, insurance, management' which, on page 5 states the following: *"... a recent Court of Appeal case ruling (Daejan Properties Limited v*

London Leasehold Valuation Tribunal) determined that LVTs only have the jurisdiction to decide the reasonableness of disputed service charges **that are still unpaid** except under certain circumstances". (NB: bold type face as per the leaflet). (Mr Andrew David Ladsky, Ms Joan Doreen Hathaway and Mr Barrie Martin of Martin Russell Jones (MRJ), managing agents for the block, attended the 29 October 2002 pre-trial LVT hearing).

I also concluded my 25 March 2003 letter by stating: "*I respectfully reiterate my request: that - in relation to my personal case - the action on 4 April be stayed*". (NB: I wrote "*in my case*", as I did not know what other residents were doing (e.g. they might have opted to instigate an action through arbitration - which is the manner stated in the lease for handling disputes. This point was actually emphasised by Mr Sharma, LVT Chair, at the 29 October 2002 pre-trial hearing as he told us (i.e. the residents) that, because of this clause in our lease, the application by Steel Services might actually not proceed to a hearing by the LVT).

- In spite of my 25 March 2003 letter, West London County still persists in telling me, in its 27 March 2003 letter, that the 4 April 2003 Charging Order concerns me.
- At my wits end, on **30 March 2003** I sent a letter to the members of the LVT Panel - on which I copied the District Judge - and in which I wrote, among others: "*... I requested (once again) that the action be stayed explaining, among others, that: 1. at the LVT pre-trial hearing on 29 October 2002 Mr J.C. Sharma JP FRICS had in effect told the residents to not pay the service charge demanded for the major works until the LVT had reached a decision... How can it be that two government departments - who have been made aware of a conflict as a result of actions they are concurrently undertaking - have no line of communication?*"
- After days of extreme anguish and distress, when I again contacted West London County Court (this time 'armed' with the appropriate terminology) I was finally told: "*No, the Charging Order is not against you, it's against other residents*". I captured this in my letter to the court, dated **1 April 2003** (I was also told that it "*may nonetheless be of benefit for you to attend*". Not knowing what to expect, I asked my surveyor to accompany me. When we arrived at the court, we were informed that the hearing had been cancelled. A consent order relating to the 7th Defendant, dated 2 April 2003 had been faxed to the court by CKFT)
- West London County Court sends me a notice of hearing, dated 12 June 2003. It states that the hearing is due to take place on 24 June 2003.
- At the time, I had not received a copy of the LVT determination (the LVT signed it on 17 June 2003). I consequently saw myself as yet again being hounded by the court, (in fact, I felt that 'persecuted' was by now a more appropriate description). Very clearly, the court did not care whether I had received a copy of the LVT report. It reinforced my view that Steel Services i.e. Mr Ladsky et. al and its solicitors, CKFT, were 'running the show' in West London County Court.
- In **my 17 June 2003** letter to the District Judge I wrote, among others: "*I have informed you on several occasions that Steel Services had referred the matter to the LVT - completely duplicating this action before your court... Why are you asking me to attend a hearing? Why aren't you instead asking me whether the LVT has reached a decision? (I have not yet received a decision from the LVT. I phoned today and was told that the letter 'should' be going out today). Better still, why are you not communicating with the LVT?... For the second time now your court is causing me untold torment, anguish and distress. Why is your court putting me in this situation of needing to get very costly legal advice when in fact I have yet to hear from the LVT? Why is it that your court is not waiting for this decision? Until there is a decision from the LVT, what can you enforce?...But maybe I am going through this hell for nothing. Maybe this is a repeat of what happened in March... i.e. has nothing to do with me. Is that the case?*"
- **My 22 June 2003 letter** to the District Judge in which I communicate that I have just received the LVT report. In this letter, I include highlights from the report, and state, among others: "*...The judgement remains open to appeal to the Lands Tribunal... Your court is subjecting me to double jeopardy. I am astonished that your court has*

persisted in allowing duplicated action to continue in spite of my telling your court on numerous occasions since 10 December 2002 that Steel Services was pursuing exactly the same action in the LVT – at the same time as it was pursuing the action in your court. The claimant has mischievously pursued this action in two separate jurisdictions in order to intimidate and bully me into paying. This is an abuse of the legal process”.

I had the letter biked over to the court on the 23rd. As, among others, I highlighted in my letter that I had leave of appeal to the Lands Tribunal, I assumed that the judge (Judge Wright) would cancel the hearing. Therefore, as stated in my letter, I phoned the court on the morning of the 24th to ascertain the position. No, Judge Wright had decided that the hearing would nonetheless take place.

During the hearing, she reprimanded Mr Silverstone, CKFT, for *“wasting my time and the court’s time. The LVT report has just been issued. You need to give the Defendants time to review it”*. She ordered that Steel Services pays my costs for the day (and that of other Residents present) – and, obviously, refused Mr Silverstone’s demand that I (and the other Residents) pay its client’s costs for the day.

It is clear from these events that the hearing should not have been allowed to take place. What Steel Services wanted out of the day was the opportunity to put more pressure on me to pay what it demanded. And the court obliged. (Wasting taxpayers’ money in the process).

- (After the hearing, I received a reply from West London County Court dated 23 June 2003 stating: *“The judge has confirmed that you would be well advised to attend, as the hearing is for directions... letter from the claimant’s solicitors confirms that the case is proceeding against the... defendants ”.*)

The following are some of the comments (in italics) I received from the Law Society in reply to my complaint against CKFT. (I sent the complaint on 20 December 2004 and referred it to the Legal Services Ombudsman on 20 February 2005). (The words in bold typeface are the points from my complaint).

1.1.1.2 Ignored evidence supplied - “...it would have been for you and/or your solicitors to bring your defence and supporting documents to the attention of the Court at the relevant time via the correct channels”

- In filing my defence to the court, I certainly expected the court to read it – and take action.
- In **my 22 June 2003 letter** to the District Judge I included highlights from the LVT report: *“A substantial amount of the global sum demanded by the applicant has been disallowed by the LVT as being unreasonable... Further ‘substantial’ amounts have been identified as ‘improvements’ and are not therefore chargeable under the terms of the lease... As I am not contractually liable under the terms of my lease to pay these amounts, CKFT, Steel Services/ Mr Ladsky’s solicitors are in breach of their professional conduct by demanding substantial sums of money that are not properly due and payable...”* . To this I added a note in which I referred to Mr Silverstone’s 7 October 2002 letter threatening to forfeit my lease. With the letter, I enclosed 8 pages from the LVT report.
- In **my letter of 15 July 2003** to District Judge Wright headed *“Steel Services – Martin Russell Jones are not complying with the decision of the LVT”*, I specifically state that I disagree with the revised amount of £10,917 demanded of me by Steel Services – and quote from my surveyor’s assessment in support of this. I also state: *“I would therefore be most grateful for your assistance in compelling Steel Services and Martin Russell Jones to comply with the LVT’s decision”* (I copied CKFT and MRJ on the letter).
- I wrote another letter to Judge Wright, dated **9 August 2003** again reiterating my position and providing, in evidence (among my 16 enclosures) a copy of the LVT report, as well as of my surveyor’s assessment (dated 31 July 2003) which clearly demonstrated that the sum still being

demand of me post the LVT determination did not reflect this determination. *"In their revised specification, the claimant (a) has not adjusted the 24 June 2003 demand to take full account of the LVT's decision; (i) has not complied with the consultation proceedings as detailed under the Landlord & Tenant Act 1985... My surveyor has reviewed the Killby & Gayford's 'Revised price' document which CKFT has enclosed in their letter dated 17 July 2003. The four key points from his (enclosed) assessment, dated 31 July 2003 are:...."*

At this point I included precise details of the impact of the LVT determination on the sum demanded – which had the effect of reducing the original sum demanded by nearly 70% - followed by: *"In light of the above, I maintain the statement I made in my 15 July 2003 letter to the court that: "By reducing the amount by a mere 24.28%, Steel Services-Martin Russell Jones fall very short of implementing the LVT's decision". (I copied CKFT on this letter)*

1.1.2.2. Demanded money that was not due - *"...it was a matter for the Court to determine whether the sums claimed were due or not. The Court, by virtue of its inherent jurisdiction has the relevant power to impose the necessary sanction on a party where there has been abuse of process"*

Well, it certainly did not!

1.1.3.3. Non-compliance with Civil Procedure Rules - (NB: In relation to my stating that CKFT-Steel Services' 'so-called' Part 36 offer of 21 October 2003 was not compliant with CPR as defined by Lord Woolf in the Ford v GKR Construction case). *"Such concerns need to have been raised with the Court which, by virtue of its inherent jurisdiction can impose the relevant sanction, if deemed appropriate, upon the defaulting party"*.

- I highlighted to my then solicitors and barrister that Lord Woolf's ruling applied as I had not been provided with the information necessary for me to assess the offer. (This was ignored. It forms part of my complaint against my solicitor and barrister)
- In December 2003 I took back control of my case and sent a substitute reply to CKFT. This reply did not afford me the justice and redress I felt I deserved given the circumstances of my case. However, in December 2003 I was near collapse. Therefore, my priority was to secure an outcome that would protect me from further demands for 'these major works'.
- I could not send this Notice of Acceptance to the court. It took another 5 months for Steel Services to agree on the wording of a Consent Order. (As it turned out, it did this because by then it had decided to discard the LVT determination). The Consent Order was discussed at a hearing on 28 May 2004. I missed this hearing due to West London County Court's fault. (Combination of the fact that it did not follow instructions, plus giving only a few days notice of the hearing. But I did (eventually!) get a transcript of the hearing – which makes interesting reading – including the comments from Judge Madge). Hence, if this was the time for me to show / file my Notice of Acceptance of 19 December 2003 – and therefore raise the issue of the non-compliance of the offer with CPR – as defined by Lord Woolf - I missed it.
- Considering what happened with the 5th Defendant, it is clear that it would not have made any difference. The letter from Wandsworth County Court, dated 23 July 2004, states that a one day hearing for this (last, valliant) Resident was scheduled on 17 August 2004 (previously issued court directions had stated date for exchange of Witness Statements, etc).

However, a General Form of Judgment or Order, dated 2 August 2004, states that a hearing took place resulting in the Resident having to pay the sum of £4,538 plus interest of £548, plus the Claimant's costs. This resident had already paid the sum of £8,662 following the 26 August 2003 hearing. The original *"Major works contribution"* claim against this Resident was £15,637. So much for the LVT determination and Steel Services not being entitled to charge residents differentially! – and the fact I had written to Judge Ashworth on 22 July 2004 telling him about the LVT determination – and that my file had 'apparently' been transferred to Wandsworth County Court.

1.1.3.5. Obtained Orders before Leasehold Valuation Tribunal issued report – “...should have been raised before the Court for it to determine the jurisdiction of the Leasehold Valuation Tribunal over the Court's jurisdiction in respect of CKFT's client's claim”

I communicated this a total of 7 times to the court – in very plain language. This included stating in 3 letters to the court that the reduction in the sum demanded of me fell very short of reflecting the LVT determination.

- Ms Ayesha Salim, CKFT, filed an application in West London County Court dated 5 August 2003 stating “...despite being served with the revised apportionments, the Second (i.e. myself) and Fifth Defendants have failed to pay the sums determined reasonable by the LVT. Following the LVT decision, the Claimant considers that the Second and Fifth Defendants have no real prospects of successfully defending the claim and the claimant knows of no other compelling reason why the case should be disposed of at Trial”. It was not true. The sum demanded of me was the same as that demanded at the 24 June 2003 hearing ie. £10,917. And Steel was also expecting me to pay £708 costs for the day. (Not granted).

At the 26 August 2003 hearing, Judge Wright did not challenge Ms Ayesha Salim on her claim that her client's revised demand of £10,917 (vs. the original demand of £14,400) fully represented the LVT determination.

Although I had represented myself at the 24 June 2003 hearing (and won), my lack of knowledge and experience meant that I found the experience quite harrowing. I therefore opted to appoint a firm of solicitors to represent me at the 26 August 2003 hearing.

I was concerned with the manner in which the proceedings were taking place. All of my prior letters to the court / Judge Wright were being ignored. Although I did not fully understand what was said due to the terminology being unfamiliar to me, I formed the impression during the meeting that Judge Wright was being particularly accomodating to CKFT. I remember thinking: “that's not a court of justice, it's a court of injustice”. It is because of this that I agreed to pay part of the claim – and because I had been told by my solicitor and barrister ‘acting for me’ on the day that if I did not make a payment it would be likely to be held against me. Having witnessed the session with Judge Wright, I believed them. Yet, I did not owe a single penny because the demand was not compliant with the terms of my lease as it was not supported by certified accounts – as I had stated in my defence to the claim.

1.1.3.6. Entered negotiations and at the same time claimed different amounts from others – “...parties to the litigation (residents) should have raised any of their concerns with the Court at the appropriate time”

- In a letter dated 17 July 2003, Mr Silverstone 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 the court.
- In my **9 August 2003** letter to Judge Wright, I wrote: “There are no side deals to be made with the claimant: the nature of the works and their associated costs must be totally clear and transparent - to ALL lessees... What each lessee is required to pay is clearly defined by means of a fixed percentage (see the attached list of percentage for each of the 35 flats supplied by SSL-MRJ in their 7 August 2002 application to the LVT... The LVT has made a determination on the reasonableness of the service charge for the block - as whole - not just for myself” (I copied CKFT on this letter)

The court opted to ignore the fact I had stated in my defence that the lease supplied to the court with the claim was different from mine. The lease supplied to the court with the claim ('apparently' for flat 23) states: *"The amount of Service Charge payable by the Lessee for each financial year of the Lessor shall be a fair proportion (to be determined by and at the sole discretion of the Lessor)..."*. This is equivalent to saying: *"Give your cheque book to the lessor who will write himself a cheque for an amount of his choice"*. I simply cannot believe that the resident concerned signed up to this. (The lease given to the LVT, 'apparently' for flat 22, also contained the same clause).

My lease states: *"The amount of the Service Charge payable by the Lessee for each financial year... shall be calculated by dividing the aggregate amount of the costs expenses and outgoings...by the aggregate of the rateable value (in force at the end of such year) of all the flats in the Building"*.

(NB: Please note that in its 21 July 2003 reply to Mr Silverstone the LVT wrote: *"...from which no doubt you can assess the proportion for that particular tenant"*. i.e. the 'norm' is for leases to state a fixed percentage share of the service charges. It certainly is the case for mine).

My conclusion on this is that the court has knowingly assisted Mr Ladsky et. al in breaching the terms of my lease.

1.1.3.7. Failure to amend claim in light of Leasehold Valuation Tribunal report – *"The Leasehold Valuation Tribunal report would have been brought to the attention of the Court or alternatively the Court would have known that the Leasehold Valuation Tribunal was considering issues. Therefore, the alleged failure to amend the claim is not a matter that we can consider as it falls within the jurisdiction of the Court at the relevant time"*

In addition to my letters to the court of 10 December 2002, 17 December 2002 and 25 March 2003:

- **My 30 March 2003 letter** to the LVT Panel, copied to the District Judge: *"... How can it be that two government departments - who have been made aware of a conflict as a result of actions they are concurrently undertaking - have no line of communication?"*
- **My 17 June 2003 letter** to the District Judge: *"I have informed you on several occasions that Steel Services had referred the matter to the LVT - completely duplicating this action before your court... Better still, why are you not communicating with the LVT?..."*
- **My 22 June 2003 letter** to the District Judge: *"The original claim against me of £14,400.19 for the major works is therefore rendered null and void..."*

1.1.3.8. Observe proper standards of work – *"...all procedural/legal matters which were for the Court to address. For instance, if a party has failed to comply with court rules/procedures then it is for the Court by virtue of its inherent jurisdiction to determine those breaches and if appropriate, sanction the defaulting party"*

- My letters of 10 December 2002, 17 December 2002, 25 March 2003 and 22 June 2003 to the court, as well as my defence of 17 December 2002, and my 30 March 2003 letter to the LVT Panel, copied to the court. In these, I: bring the action in the LVT to the attention of the court, including stating that the LVT told residents to not pay the sum demanded until it had issued its determination and it had therefore been implemented; request that the action be stayed, and equally plainly, state *"your court is subjecting me to double jeopardy. I am astonished that your court has persisted in allowing duplicate action to take place"*

1.1.4.1 Breach of duty to Court – *"CKFT were entitled to issue a claim as they did and you had an opportunity in your defence to raise any objection as cited at point (a), namely that you were told not to pay. It would then be for the Court to determine whether the claim could be entertained or not"*

In addition to my replies under the previous points:

- **In my letter of 15 July 2003** to District Judge Wright headed *"Steel Services - Martin Russell Jones are not complying with the decision of the LVT"*, I specifically

state that I disagree with the revised amount of £10,917 demanded of me by Steel Services – and quote from my surveyor's assessment in support of this. I also state: "*I would therefore be most grateful for your assistance in compelling Steel Services and Martin Russell Jones to comply with the LVT's decision*" (I copied CKFT and MRJ)

- **In my 22 June 2003 letter** to the District Judge: "*As I am not contractually liable under the terms of my lease to pay these amounts, CKFT, Steel Services/ Mr Ladsky's solicitors are in breach of their professional conduct by demanding substantial sums of money that are not properly due and payable...*"

My nightmare with West London County Court continued into 2004, and then with Wandsworth County Court (**my 22 July 2004 letter** to Judge Ashworth, Wandsworth County Court).

By the end of June 2004 I was feeling so distraught by events, and yet again at my wits end, that I wrote a letter to Lord Falconer of Thoroton, primarily asking for his help. (I also copied Christopher Leslie MP and David Lammy, MP). I took the opportunity to relate previous events with West London County Court and concluded my letter by asking whether what I had been made to endure was a reflection of the British justice system.

The reply I received from Mr Ian Anderson, Head of Customer Service Unit, Court Service is defiant, arrogant, patronising and dismissive: it does not recognise any wrongdoing. In other words: a letter I have now become so accustomed to receiving whenever I have turned to a government body for help.