

Flat ●
Jefferson House

31 January 2001

Some residents have received a letter from Mr Andrew Ladsky. The letter makes statements about law and legal implications; Mr Ladsky is not legally qualified and the letter is inaccurate.

This has now been pointed out by several residents who want the matter set out clearly again, so here it is.

1. Mr Ladsky is an interested party because he wishes to buy the head lease for himself alone. If residents collectively buy the head lease Mr Ladsky alone cannot.
2. The sums quoted for purchase of the head lease by the residents are wrong. If we opt to buy the head lease we only pay a deposit initially (a few hundred pounds each) and have two months to conclude negotiations with the landlord. The cost is £131,000 including a £6250 deposit.

A ny additional sum payable in relation to the roof is, as I have already pointed out, subject to legal advice and ONLY payable if an additional floor were to be built on the block. The positive obligation to build as set out in the offer is subject to legal advice and is very uncertain. What we gain is the head lease, the chance to redecorate the block and the opportunity to sell the head lease on for a profit. It is not certain that we could not extend our leases - that requires specialist advice, which I am currently taking myself, so we will have some idea of this quite soon. The figure of £20,000 per flat is simply wrong.

3. The minimum sum of £350,000 for repairs to the block came from Mr Ladsky himself. He quoted this figure twice - on 27 November and 30 December 2000. I have a file note of both conversations with him. The amount is based on Mr Ladsky's surveyor's reports.

Naturally, residents cannot be charged for the building of a new floor on the roof. That is like saying you do not have to pay if your neighbour builds an extension on his house.

Works to a building cannot be carried out without a proper report and estimates. Mr Ladsky is incorrect in suggesting that this is not a legal requirement.

As a resident landlord, Mr Ladsky would not have to pay any service charges himself; we make up for his lost input. There is no reason for any landlord to do things as cheaply as possible.

The matter of ongoing litigation has to be looked at. However, damages are not due unless someone has suffered loss and no one has. Mr Ladsky's statements about these issues are not accurate and based on misunderstanding. This has already been pointed out by various residents. As I said early on, we take advice and then decide what to do. There is no unlimited liability.

The Residents' Association of Jefferson House CANNOT control the block. If we buy the head lease those buying each have a share of control and are directors of the limited liability company which we would need to set up to limit our liability and band together. This has nothing at all to do with the Residents' Association.

IF ANYONE WOULD LIKE TO SEE COPIES OF MY FILE NOTES, RELEVANT ADVICE TO TENANTS FROM THE DEPARTMENT OF THE ENVIRONMENT OR ANY LEGAL MATERIAL - THEN PLEASE LET ME KNOW AND I CAN OBTAIN COPIES FROM MY INN OF COURT LIBRARY.

I hope this clarifies things for you.