

Ms Lisa McLean
Piper Smith & Basham
31 Warwick Square
London SW1V 2AF

Ms Noëlle K-Dit-Rawé

9 September 2003

Dear Ms McLean

Thank you for **your letter of 4 September** in reply to mine of 3 September.

- Point 4 - Please, I need you to address the second part: **it is critical for me to understand the costs associated with – each of the stages – relating to the multi-track process. I need you to get me an estimate of these costs.**
- Point 5 – How much will this cost?
- Point 7 – You state that, if the case does not go to trial, to get my County Court costs back I *“will only get them by agreement with the Claimant”*. You will need to explain this to me.
- Point 9 – I have explained my point in **my letter to Ms McGrath of 6 September** and have asked the Tribunal for its view on this. **All I have received (like other residents) as a ‘Section 20 Notice’, is MRJ’s letter of 15 July 2002 which I included in the file I initially sent you.**
- Point 10 – see below
- Point 11 – **please, let me re-emphasise the need for one of your experts to look at my lease:**
 - (1) It states that service charge demand should be made in either June or December. I do not believe that it allows ‘dumping’ such a large demand for money in the way that MRJ have done;
 - (2) **The demand must be certified by a chartered accountant**

(Last year, **a lawyer at the Federation of Private Residents Association looked at my lease and concluded the above**)

Mr Brock’s view about the **surcharge** will need to be endorsed by a persuasive argument from Counsel i.e. there will be a need to draw on all the key factors/events that have led to the situation. **The play here is on the concept of justice, fairness, and reasonableness.** It will require experience in arguing this. I maintain what I said: **the situation is the result of Steel Services/Mr Ladsky and MRJ’s doing – not mine (nor indeed that of the other residents).**

Re. **Mr Ladsky’s continuing harassment and intimidation, I note that, it is, yet again, up to me to prosecute.** Evidently, these events on their own are insufficient. **They are just additions to many others. To date, everybody who has been dealing with my case has opted to put the blinkers on, pretending that nothing less is happening. Is the evidence that I have to be ignored by the Court?** I will include it in my ‘summary of events’ on which I am currently working. We can then discuss.

Regarding **your second letter of 4 September**, specifically the **call from CKFT, my position has remained unchanged: ‘No’** as this does not achieve my objectives.

Thank you for **your letter of 5 September** and your suggestion about how we could approach matter with the Tribunal To the fax of 8 September I sent you, I attached a copy of my letter to Ms Siobhan

McGrath, President LVT, dated 6 September. I enclose another copy with this correspondence, including appendices ¹

As I was going through my files last night, I remembered that in a letter dated 7 June 2001 sent by MRJ to "All Lessees", they had clearly indicated that they would be using the full contingency fund as contribution towards the major works, as they said:

(A) See my note below

*"At present there is approximately £125,000 in the reserve fund...notice will be served on you giving details of the **additional payment required from you...**"*

I have had this letter biked over to Ms McGrath today. Please see attached, including covering letter ²

Thank you for **your letter of 8 September** to which you attached the letter you sent to CKFT enclosing my cheque.

Please, let me confirm again that **I need you to detail exactly how you and Mr Pliener arrived at the sum of £2,255.07. I want to have this on record.**

Agreed, we do need to meet with Mr Brock. But, let's wait for the reply from the LVT. (By the way, Mr Brock is on holiday as of tomorrow for the next two weeks).

Yours sincerely

Noëlle Rawé

(A) NKDR subsequent note:

It is worth noting that it is at this point that I highlighted to Ms McLean this 7 June 2001 letter from Ms Hathaway, Martin Russell Jones, to "All Lessees" – given that:

1. In his letter of 7 Aug 03 to Healys (my solicitors for c. 3 hours) Mr Silverstone, CKFT, had argued that the LVT did not have the jurisdiction to impose use of a contingency fund on a landlord
2. Ms McLean's letter of 1 Sep 03 to me: "...*the Tribunal although they say it may be unethical for the Claimant not to use the contingency fund they have stated they do not have the authority to make any direction in relation to the contingency fund. That is absolutely crystal clear and I do not see how you can force CKFT or Martin Russell Jones to do so although I would hope to be able to put pressure upon them.*"
3. Her letter to me of 4 Sep 03: "*You must accept however that the tribunal have made a determination on this point and neither CKFT and or Martin Russell Jones **must** utilise the reserve fund*" (NB: Ms McLean is thereby endorsing a breach of my lease)
4. Mr Ladsky et. al. i.e. Steel Services offer to me of 21 Oct 03 **took full account of the contingency fund**

How come??

Very clearly, (another) conversation took place between Ms McLean and CKFT. ('Another' given that in her letter to me of 4 Sep 03 she wrote: "*Incidentally I took a call from CKFT today...*")

¹ My letter to Ms McGrath, President LVT, dated 6 September 2003 and attachments referred to in letter

² My letter to Ms McGrath, dated 9 September, with 7 June 2001 MRJ letter attached