*West London County Court – **Claim 7WL00675 – 27 February 2007***
Claimant: Roostock Overseas Corp (?) / Rootstock Overseas Corp (?) / Steel Services Limited (?)
Details of claim: "Non-payment of monies due under a Lease dated 10th March 1986"
Defendant: Noëlle, Yvonne, Sylvie Klosterkotter-Dit-Rawé
*Lessee of 3 Jefferson House, 11 Basil Street, London SW3 1AX (**NOT** for correspondence)*
London, 4 April 2007

Application to West London County Court under Civil Procedure Rules (CPR) Rule 11 – Disputing the court's jurisdiction re. Claim 7WL00675

Second application: An Extended Civil Restraint Order against the 'Landlord'

CONTENTS

Subsequent amendment: should read 27 **February**

This document is supported by 64 appendices

Application to West London County Court under Civil Procedure Rules (CPR) Rule 11 – Disputing the court's jurisdiction re. Claim 7WL00675 ([1] Note)

Second application: An Extended Civil Restraint Order against the 'Landlord' -

Under CPR Rule 3.4(2)(b) *"Vexatious Claimant"*, and Part 3C – Statements of Case, Practice Direction: *"Extended Civil Restraint Orders – 3.1 (3) "…where a party has persistently issued claims or made applications which are totally without merit"*

On the basis that this is the second false Claim filed against the Defendant by her 'Lessor'. Details contained in this document.

1.

1 'SETTING THE SCENE'

2. In light of her previous, very traumatic first-hand experience with West London County Court **(WLCC)** (as well as Wandsworth County Court) – as an innocent victim:

- over a twenty-month period, spanning from December 2002 to August 2004,
- in relation to **Claim WL203 537,** drawn-up on behalf of **Steel Services Ltd**, by Cawdery Kaye Fireman & Taylor **(CKFT)**, London NW3 1QA,
- and filed on **29 November 2002** by Ms Joan Hathaway, MRICS, Martin Russell Jones **(MRJ)**, managing agents for Jefferson House –

the Defendant feels it important to start by highlighting the *raison d'être* and spirit of the CPR comprised under Part I:

1.1. *"Overriding objective: "To enable the courts to deal with cases justly"*. Entails, among others: (2)(a) *"ensuring that the parties are on an equal footing"*

1.2 *"The court must seek to give effect to the overriding objective when it* – (a) *"exercises any power given to it by the Rules",* (b) *"interprets any rule…"*

The Defendant trusts that WLCC's understanding of *"justly"* and *"on an equal footing"* means:

(1) with regards to statutory rights and contractual obligations;

(2) recognising the Defendant's right to be a *'Litigant in person'* and associated right to be heard – and listened to by the Court / in Court – i.e. in the same way as if she were represented by a lawyer.

3.

2 CLAIM – COMPONENTS

4. The Claim drawn-up by Portner and Jaskel, solicitors, London W1U 2RA - and accepted by WLCC as a valid claim (as it sent it to the Defendant expecting a response) - contains inconsistencies, as well as being non-compliant with CPR:

5.

2.1 Who is the Claimant, *"Roostock Overseas Corp"?*

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[1] Note : The 27 February 2007 claim **7WL00675** was received on 8 March 2007. The Acknowledgement of Service was sent on 22 March 2007. Hence, in compliance with the 14-day deadline set under Rules 6.7 and 10 of the CPR

6. The name of the Claimant is given as *"Roostock Overseas Corp"*. In its 16 February 2007 letter (attached [2]) letter, Portner and Jaskel identified its client as *"Roo**t**stock Overseas Corp"*

7. *"Roostock Overseas Corp"* describes itself as *"the Lessor"* of the Defendant's flat, whereas the Particulars of Claim (on MRJ letter headed paper) state *"Landlord: Steel Services Ltd"*

   (This discrepancy was highlighted to WLCC by the Defendant with the 22 March 2007 Acknowledgement of Service)

8. **2.2 *"Roostock Overseas Corp"* is unknown to the Defendant who is only aware of 'Steel Services Ltd' as being her 'Lessor', or 'Landlord'**

9. As the Defendant communicated in her 25 February 2007 reply ([3] attached) to Portner and Jaskel, she has never heard of this company.

10. The Defendant knows of 'Steel Services Ltd' as being her 'Lessor' or 'Landlord' (as was the case with the 27 November 2002 claim WL203 537)

    (NB: The Defendant wishes the Court to note that Portner and Jaskel's reply to her letter of 25 February 2007 was to, the day after it received it, file this Claim in court).

11. **2.3 What is the address of *"Roostock Overseas Corp"*?**

12. The claim states *"Roostock Overseas Corp c/o Portner and Jaskel"*. It does not provide an address for *"Roostock"*.

    > Part 16 - Statements of Case - Practice Direction - *"2.2 The claim form must include an address at which the claimant resides or carries on business. This paragraph applies even though the claimant's address for service is the business address of his solicitor"*

    The Defendant wishes to know why this missing information has been overlooked by WLCC.

13. **2.4 The Defendant assumes that all the supporting information was supplied with the Claim**

14. The header *"Particulars of Claim"* has the word *"(attached)"* crossed out, leaving the word *"(to follow)"*

    CPR Rule 7.4 – Particulars of claim – (1) *"Particulars of claim must – (a) be contained in or served with the claim form; or subject to paragraph (2) be served on the defendant by the claimant within 14 days after service of the claim form;*

    (2) *"Particulars of claim must be served on the defendant no later than the latest time for serving a claim form"*

    The only communication received by the Defendant since the filing of the Claim is a 1 March 2007 invoice ([4] attached) from MRJ stating *"Brought forward balance **£8,688.42**"*. It does not make any reference to the current Claim.

    The Defendant wishes the Court to note that this invoice was sent just two days after filing the

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[2] 07.02.16 - letter from Portner and Jaskel

[3] 07.02.25 - Defendant's reply to Portner and Jaskel's 16 February 2007 letter

[4] 07.03.01 - Martin Russell Jones invoice stating a *"Brought forward balance"* of *"£8,688.42"*

Claim – and demands payment of an amount that is different from that stated in the Particulars of Claim: **£8,937.28**

The Defendant therefore assumes that the reverse of the Claim form which includes the *"Particulars of Claim"* header and Statement of Truth, as well as the attachments: **(1)** MRJ headed paper list of claimed charges; **(2)** follow-on page of claimed charges; **(3)** 'Schedule B' – represent the sum total of the Particulars of Claim.

15.

2.5 Contrary to CPR, the 'contractual obligation', i.e. the Defendant's Lease, was not supplied with the Claim

16. Under the Particulars of Claim *"Roostock Overseas Corp"* (?) states:

> *"Under the terms of the Lease dated 10th March 1986, the Defendant covenanted to pay the Claimant all service and other charges as they fell due. The Claimant will refer to the said Lease for its full terms and effect"*

Part 16 - Statements of Case - PD - *"7.3 Where a claim is based upon a written agreement (1) a copy of the contract or documents constituting the agreement should be attached to or served with the particulars of claim and the original(s) should be available at the hearing"*

As the Defendant's Lease ([5] attached) was not supplied with the Claim, the Defendant wishes to know why this Practice Direction was overlooked by WLCC.

17. Considering the wording in the Particulars of Claim: *"…the Defendant covenanted to pay the Claimant all service and other charges as they fell due"*, the Defendant is very concerned about this issue fearing a repeat of the situation with the 29 November 2002 Claim WL203 537 when the Lease 'apparently' for flat 23 ([6] attached) had been attached to the Claim, falsely stating that it is representative of the Defendant's Lease.

(Clause (2)(2)(c) (i) in the Lease for flat 23 is very materially different from the same Clause in the Defendant's Lease.

(NB: The Defendant highlighted this issue in her 17 December 2002 Defence – leading Mr Lanny Silverstone, CKFT to, two months after the Claim had been filed, send a letter to the Defendant, dated 23 January 2003 ([7] attached), requesting a copy of the Defendant's Lease)

18. Further adding to the Defendant's concern is the fact that the same thing was done in relation to the Tribunal hearings when MRJ supplied, with the 7 August 2002 application to the Tribunal, a Lease 'apparently' for flat 22 ([8] attached) claiming that it was representative of the Defendant's Lease. This is *not* true as this Lease has the same wording as for flat 23 in relation to Clause (2)(2)(c) (i) – and is therefore very materially different from the same Clause in the Defendant's Lease.

19. Other items in the Claim: the 'claimed charges', as well as Statement of Truth are dealt with in the reminder of this document

While the reminder of this document provides a summary, with some supporting documents,

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5 86.03.10 - Full copy of the Defendant's Lease

6 95.01.15 – Lease 'apparently' for flat 23 supplied with the 29 November 2002 Claim, falsely stating that it is representative of the Defendant's Lease

7 03.01.23 – Letter from Mr Silverstone, CKFT, to the Defendant, requesting a copy of her Lease

8 95.01.06 – Lease 'apparently' for flat 22 supplied by Martin Russell Jones with the 7 August 2002 application to the Leasehold Valuation Tribunal

comprehensive detail of events, as well as numerous other supporting documents can be found on the Defendant's website www.leasehold-outrage.com under the appropriate sections.

20.

3 TRANSFER OF JURISDICTION TO THE LEASEHOLD VALUATION TRIBUNAL (LVT)

21. Request that the jurisdiction be transferred to the LVT as:

(1) the claim relates to service charges under residential leasehold

(2) the Defendant disputes the claimed charges

(3) the case is linked to the Tribunal's determination of 17 June 2003, LVT/ SC/007/120/02 (ref #992 on the LVT database) ([9] attached).

22.

3.1 The Defendant has a £6,100 credit which her Lessor, Steel Services Ltd, has not acknowledged in the Claim.

23. MRJ sent a 15 July 2002 service charge demand of £736,207 for *"major works"* at Jefferson House ([10] attached), amounting to £14,400 for the Defendant ([11] attached) - based on her 1.956% share. Three weeks later, Ms Hathaway, MRJ, filed a 7 August 2002 application to the LVT *"to determine the reasonableness of the global sum demanded"*

24. As highlighted in the Defendant's Witness Statement of 19 October 2003 ([12] attached) (which never made it to the court), in the following weeks and months, the Defendant repeatedly asked Ms Hathaway – in vain – for a breakdown of the costs, as none had been supplied in support of the July 2002 demand. (Other Leaseholders did the same thing).

The replies from Ms Hathaway included the 20 September 2002 threat of proceedings ([13] attached), and from Mr Lanny Silverstone, CKFT, in his 7 October 2002 letter ([14] attached), the threat to forfeit the Defendant's Lease unless she immediately paid the sum demanded.

25.

3.1.1 Ignoring the Tribunal's directions to the Leaseholders, Steel Services Ltd issued a Claim against the Defendant (and ten other Leaseholders) which WLCC accepted, and pursued - in spite of the fact that the Statement of Truth breached CPR Part 22 – PD – 3.11

26. At the 29 October 2002 LVT pre-trial hearing, the Defendant (and other Leaseholders who, against the odds, managed to attend) were specifically told by the Tribunal to ***not*** pay the service charge demand until the Tribunal has issued its determination, and it had therefore been implemented.

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9 03.06.17 – Leasehold Valuation Tribunal determination, LVT/ SC/007/120/02 (ref #992 on the LVT database)

10 02.07.15 Letter from Ms Hathaway, MRJ, to *"All Lessees"*

11 02.07.17 Service charge demand of £14,400 sent by MRJ to the Defendant – with the 15 July 2002 letter

12 03.10.19 – Defendant's Witness Statement

13 02.09.20 – Letter from Ms Hathaway, MRJ, to the Defendant threatening her with proceedings

14 02.10.07 – Letter from Mr Lanny Silverstone, CKFT, to the Defendant, threatening to forfeit her Lease

15 02.10.xx – *"Applying to a Leasehold Valuation Tribunal"*, LVT publication

In support of this, the Defendant (and other Leaseholders) were given a booklet which, on page 5 ([15] attached), relates the outcome of the Court of Appeal ruling in the case of Daejan Properties Ltd v LVT: "…*determined that LVTs only have the jurisdiction to decide the reasonableness of disputed service charges **that are still unpaid…"*** (emphasis as per booklet)

27. Knowing full well that this is what had been communicated to the Leaseholders, CKFT nonetheless drew-up the 29 November 2002 Claim WL203 537 against the Defendant (and 10 other Leaseholders) - representing in total 14 flats – stating under point 4 of the Particulars of Claim: *"The Defendants have failed to pay the service charges, details of which are set out in Schedule 1 and there is now due and owing from the Defendants to the Claimant the sums set-out in Schedule 1 payable by way of payment..."*

28. **The Defendant gives the filing of this vexatious, ill-founded claim, in part support of her Second application to WLCC for an Extended Civil Restraint Order against the 'Landlord'.**

29. In relation to this 29 November 2002 Claim WL203 537, the Defendant also wishes the Court to note that the Statement of Truth was signed by Ms Hathaway, MRJ, *"managing agents"* ([16] attached).

CPR Part 22 – Statements of Truth – PD states *"3.11 - **Managing agent** - "An agent who manages property or investments for the party **cannot sign a statement of truth.** It must be signed by the party or by the legal representative of the party"*

*"CONSEQUENCES OF FAILURE TO VERIFY - 4.1 If a statement of case is not verified by a statement of truth, the statement of case will remain effective unless it is struck out, **but a party may not rely on the contents of a statement of case as evidence until it has been verified by a statement of truth"***

(The Defendant's desk research indicates that this particular Practice Direction was in application at the time the Claim was filed (e.g. http://www.hrothgar.co.uk/YAWS/practice/pdp-22.htm)

WLCC issued Orders against the Defendant on the basis of this Claim (as well as Judgements and Orders against the other ten Leaseholders listed on the Claim).

The Defendant wishes to know WLCC's proposed action in light of the above.

30.

3.1.2 Instead of implementing the Tribunal's 17 June 2003 determination, Steel Services used CKFT and the WLCC forum to bully and intimidate the Defendant into 'striking a deal'

31. The impact of the 17 June 2003 Tribunal's determination on the global sum demanded by MRJ of £736,207, in July 2002 was a reduction of £500,000 (including the contingency fund). This is based on the assessment of the Defendant's RICS accredited Surveyor ([17] attached), as the Tribunal failed to perform its remit *"to determine the reasonableness of the global sum demanded"*

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16 02.11.29 – Particulars of Claim for WLCC Claim WL203 537, showing Statement of Truth signed by Ms Hathaway, MRJ, managing agents for Jefferson House

17 03.07.31 – Assessment of Steel Services 17 July 2003 *"Revised price"* by the Defendant's RICS accredited Surveyor

32. The Defendant requested ([18] attached) WLCC to cancel the Case Management hearing on 24 June 2003 on the ground that she had Leave of Appeal to the Lands Tribunal following the 17 June 2003 determination by the Tribunal. (The Defendant was, as now, a 'Litigant in Person'). WLCC refused her request ([19] attached)

33. Barely ten minutes before seeing the Judge, Mr Silverstone, CKFT, handed the Defendant a Case Summary, Draft Order as well as a *"Major works apportionment 24th June 2002 – Revised"* produced by MRJ (covering the Defendant's flat (as well as that of five other Leaseholders)) ([20] attached) – none of which she had seen before.

34. The now claimed amount demanded of the Defendant had been reduced by 24.19%, from £14,400 down to £10,917 - without any evidence as to how this reduction was achieved – in breach of, among others, the Defendant's statutory rights under Section 20 of the L&T Act 1985. The documents falsely claimed that this reduction reflected the Tribunal's determination. It did not, as it fell very short of it.

35. The Judge reprimanded Mr Silverstone 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"* – and denied his claim for cost against the Defendant (as well as that of other Leaseholders present). This was captured in an Order that also set 26 August 2003 for Summary hearing ([21] attached)

36. Having no intention of implementing the Tribunal's determination, Steel Services continued to use CKFT for what can only be described as bullying and intimidation tactics, including threatening the Defendant with costs – all with the aim of putting pressure on the Defendant to 'strike a deal' with Steel Services - by sending three letters to the Defendant over the following weeks: (the day after the Case Management hearing) on 25 June 2003 ([22] attached) ; 24 July 2003 ([23] attached) ; 7 August 2003 ([24] attached)

37. During this time, the Defendant wrote two letters to WLCC emphasising and re-emphasising the fact that Steel Services-MRJ had *not* implemented the Tribunal's determination. Her 15 July 2003 letter ([25] attached) finally triggered a so-called *"Revised price"* ([26] attached) from Steel Services, as well as a 17 July 2003 ([27] attached) letter from Mr Silverstone to the Judge portraying the Defendant as making false claims.

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18 03.06.22 – Defendant's letter to WLCC highlighting, among others, her Leave of Appeal to the Lands Tribunal

19 03.06.23 – WLCC's refusal of Defendant's request to cancel the Case Management hearing

20 03.06.24 – Case Summary and Draft Order supplied, in court, to the Defendant, by Mr Silverstone, CKFT

21 03.06.24 – WLCC Order

22 03.06.25 – Letter to the Defendant from Mr Silverstone, CKFT

23 03.07.24 – Letter to the Defendant from Mr Silverstone, CKFT

24 03.08.07 – Letter to the Defendant's solicitors (of only a few hours) from Mr Silverstone, CKFT

25 03.07.15 – Defendant's letter to WLCC

26 03.07.17 – *"Revised price"* sent to the Defendant by Mr Silverstone, CKFT

27 03.07.17 – Letter from Mr Silverstone, CKFT, to Judge, WLCC

38. The Defendant asked her Surveyor to assess the *"Revised price"*. In his 31 July 2003 assessment ([28] attached) he determined that the global *"Revised price"* had only been marginally reduced relative to the document supplied at the 24 June 2003 Case Management hearing. Hence, it still fell very far short of the Tribunal's determination. In addition, no evidence was supplied as to how the reductions had been achieved.

39. The Defendant communicated this in her 9 August 2003 letter ([29] attached) to WLCC, as well as supplied 16 enclosures as evidence – including her Surveyor's assessment.

40. As with all her correspondence to WLCC since her first letter of 10 December 2002 ([30] attached) (in which she highlighted the fact that Steel Services was pursuing exactly the same action in the LVT i.e. another jurisdiction, part of the English legal system), the Defendant came to conclude *"I am perceived as a non-entity by WLCC and might as well be writing to the Court in invisible ink"*

    This realisation forced the Defendant to appoint a firm of solicitors for the 26 August 2003 hearing, in the hope that she would finally be heard by WLCC. (For a number of reasons, this did not really materialise)

41. **3.1.3 On 21 October 2003 Steel Services made a £6,350 'offer' to the Defendant (v. the original sum demanded of £14,400) – which she accepted in December 2003**

42. After an eventful time, on 21 October 2003, through CKFT, Steel Services made an offer to the Defendant for £6,350, plus interest of £143 ([31] attached) (v. the original sum demanded in July 2002 of £14,400).

43. Extremely sickened by what had taken place – and been allowed to take place – in the legal arena, the Defendant concluded that it was futile to continue to act as per her moral principles of wanting to pay only her '*just and fair share*' of the major works i.e. insist on her statutory rights as well as performance by her Landlord of the contractual obligations contained in her Lease.

    Consequently, the Defendant opted to accept the 'offer' - in spite of the fact that: **(1)** the Tribunal's determination had not been implemented, and hence a new Section 20 Notice had not been issued, nor new costing obtained - thereby breaching her statutory rights; **(2)** the sum demanded was not compliant with the terms of her Lease on a number of aspect, and **(3)** it was higher than that assessed by her Surveyor – as being the Tribunal's determination.

44. The Defendant's solicitor's sent a reply to the 'offer' on 13 November 2003 ([32] attached) falsely claiming that the Defendant had agreed to it ([33] attached). (The Defendant has undeniable 'black on white' evidence that she did not agree to the reply that was sent).

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28 03.07.31 – Assessment of Steel Services 17 July 2003 *"Revised price"* by the Defendant's RICS accredited Surveyor

29 03.08.09 – Defendant's letter to WLCC highlighting her Surveyor's assessment of Steel Services *"Revised price"* of 17 July 2003

30 02.12.10 – Defendant's letter to WLCC highlighting Steel Services' action in the Leasehold Valuation Tribunal

31 03.10.21 – Steel Services 'offer' to the Defendant, for £6,350, plus interest of £143

32 03.11.13 – Draft Notice of Acceptance and draft Consent Order sent by Piper Smith & Basham to CKFT – without the Defendant's consent

33 03.11.14 – Email from Mr Twyman, Piper Smith & Basham, to the Defendant

45. Another battle ensued, including with the Defendant's solicitors leading the Defendant to take back control of her case in mid-December 2003 and to write her *own* Notice of Acceptance to CKFT, sent on 19 December 2003 ([34] attached) in which she accepted the £6,350 'offer', while disagreeing to the payment of £143 of interest.

    In this Notice of Acceptance, the Defendant took the opportunity to stress the failings of the 'offer' which she overlooked - stating that **she was accepting the 'offer' *"for the sake of bringing the dispute to an end"***

46. This was followed by another seven-month battle with CKFT, partly in WLCC – eventually resulting in a Consent Order that was endorsed by Wandsworth County Court on 1 July 2004 ([35] attached)

47. **3.1.4 In August 2004, MRJ announced the appointment of a new contractor, Mansell, that had not tendered at the time of the original demand – and did this without S.20 / Section 151 consultation**

48. Of course, during that time, the Tribunal's 17 June 2003 determination had not been implemented – and has *never* been implemented.

    Instead, (on the day the proceedings had been concluded in Wandsworth County Court against the last (valiant) Leaseholder), in his 2 August 2004 letter ([36] attached) to *"All Lessees"*, Mr Barrie Martin, FRICS, MRJ, announced the appointment of a new contractor, Mansell.

    Deceptively, Mr Martin quoted a price that did not include the 11% management fee, nor VAT. Addition of these items brings the cost to **£669,937** - making this just £66,269, or 9% cheaper than the Killby & Gayford quote - on which the LVT determination was based (and which resulted in a 70% reduction in the original sum demanded – including the contingency fund).

49. Mansell was *not* one of the contractors who tendered against Killby & Gayford i.e. it did *not* issue a tender. Hence, the 'so called' Section 20 Notice of 2002 has been invalidated and a new one should have been issued. This was not done.

50. **3.1.5 The works undertaken by Mansell from September 2004 bear little resemblance to those that formed the basis of the Tribunal hearings – and against which the Defendant accepted the £6,350 offer**

51. Not only did Mansell not issue a tender for the works (and therefore no competitive pricing was obtained - as per statutory requirements), the works it undertook bear little resemblance to the specification drawn-up by Mr Brian Gale, Brian Gale Associates, Steel Services surveyor, in February 2002 ([37] extracts attached) which, with the costing from Killby and Gayford, formed the basis of the 2003 Tribunal hearings – and consequently determination.

    This is what the Defendant paid £6,350 for: works being undertaken by Killby and Gayford, with specification revised in light of the Tribunal's determination.

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34 03.12.19 – Defendant's Notice of Acceptance to CKFT

35 04.07.01 – Defendant's Consent Order with Steel Services, for £6,350, endorsed by Wandsworth County Court

36 04.08.02 – Letter from Mr Barrie Martin, FRICS, Martin Russell Jones, to *"All Lessees"*, announcing the appointment of Mansell, a new contractor

37 02.02.xx – Extracts from the *"Condition survey"* of Jefferson House by Mr Brian Gale, Brian Gale Associates

52. Mr Gale's specification refer to, among others, *"replacing the roof covering"*

In its *"description of the works"* (placed in the common parts at Jefferson House at the start of the works in September 2004), Mansell-Mr Gale described the nature of the works being undertaken by Mansell as ***"replacing asphalt roof"*** ([38] attached)

53. In actual fact, Mansell proceeded (from September 2004) with building a penthouse flat that spans the whole length and width of Jefferson House ([39] planning application attached) - thereby demolishing the roof in its entirety ([40] photograph of the back of Jefferson House in July 2002 and September 2005).

54. It also added three other flats to the block: flat 18A ([41] Land Registry record attached); 33A ([42] Land Registry record attached); Flat 35A ([43] Land Registry record attached).

The addition of four flats also raise issues in relation to the current Claim – dealt with under *"Sums claimed"*, below

55. On completion of the works, in his 19 October 2005 letter ([44] attached) Mr Brian Gale continued to misrepresent the nature of the works undertaken, describing it as *"external redecoration"*.

56. **3.1.6 The intention to build a penthouse flat, or any other enhancements had been most vehemently denied to the Leaseholders, as well as to the Tribunal**

57. In addition to being repeatedly denied to the Leaseholders, the intention to undertake these works had also been most vehemently denied to the Tribunal by:

(1) Mr Brian Gale, among others in his *"Expert Witness"* report of 13 December 2002 ([45] attached) – under section 4 -1.4

(2) Ms Hathaway, MRJ, in her 4 March 2003 correspondence (page 1, point 19) ([46] attached) which was supplied to the Tribunal as part of the evidential documents.

58. **3.1.7 In light of the above, the Defendant holds the view that she has a £6,100 credit from the £6,350 she paid by the end of 2003**

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38 04.11.xx – Mansell – Brian Gale Associates *"description of the works"* being undertaken at Jefferson House

39 01.11.13 – Planning application for penthouse flat

40 02.07.xx and 05.09.xx Defendant's photographs of the back of Jefferson House

41 06.01.24 – Land Registry, flat 18A, transaction between Steel Services and Lavagna Enterprises Ltd (at 22 February 2006)

42 06.01.10 – Land Registry, flat 33A, transaction between Steel Services and Lavagna Enterprises (at 22 February 2006)

43 05.12.16 – Land Registry, flat 35A, transaction between Steel Services and Lavagna Enterprises (at 22 February 2006)

44 05.10.19 – Letter from Mr Brian Gale to the Leaseholders

45 02.12.13 – Mr Brian Gale, Brian Gale Associates, *"Expert Witness"* report to the Leasehold Valuation Tribunal

46 03.03.04 – Letter from Ms Joan Hathaway to Mr Brian Gale

59. Whichever point in time is taken into consideration:

- July 2002 when the original service charge demand for the major works was issued - when Section 20 of the L&T Act 1985 was in application, or
- August 2004 when Mansell was appointed, and Section 151 of the Commonhold and Leasehold Reform Act 2002 was in application in relation to 'Notification of works'

The outcome is the same: **Steel Services *cannot* appoint a new contractor without going through a consultation process**.

Under legislation, both in 2002 and 2004: Failure by a landlord to carry out the full consultation procedures in the correct manner, results in the landlord being unable to recover service charges for works to the building above the statutory minimum amount of £250 per leaseholder.

Hence: the Defendant's position that, having paid the sum of £6,350 (since 19 December 2003) **she has a £6,100 credit.**

The Defendant communicated this to Ms Hathaway, MRJ, in her 30 March 2005 letter (page 5) ([47] attached). **The Defendant's Landlord, Steel Services, has *not* acknowledged this.**

And, of course, the 'Landlord' cannot charge the Defendant for costs for which she is not liable under the terms of her Lease.

60.

3.2 Three months after the Consent Order, unsubstantiated large invoices were sent by MRJ to the Defendant

61. Due to what can only be described as an act of vengeance against the Defendant for challenging Steel Services' 7 August 2002 application to the LVT, as well as, 'perhaps', contacting Kensington and Chelsea Housing in 2004 to seek its assistance in getting a copy of the 2002 and 2003 year-end accounts (leading the department to send a Section 21 request to MRJ on 25 June 2004) ([48] attached) - MRJ sent the Defendant:

- an invoice dated 21 October 2004 - stating a *"Brought forward balance"* of £14,452 (the same amount as the original Claim) – without any justification ([49] attached)
- another invoice three weeks later, dated 16 November 2004, this time stating a *"Brought forward balance"* of £15,447 – yet again, without any justification ([50] attached)

The Defendant did *not* pay these invoices and did not receive communication from MRJ until fourteen months later, when she received an invoice from MRJ, dated 9 January 2006, stating a *"Brought forward balance"* of £5,625 ([51] attached)

62. In light of the current Claim, the Defendant assumes that the 21 October and 16 November 2004

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47 05.03.30 – Defendant's letter to Ms Hathaway, MRJ, highlighting that she has a £6,100 credit

48 04.06.25 – Kensington & Chelsea Housing S.21 request to MRJ for the 2002 and 2003 year-end accounts

49 04.10.21 – Invoice from MRJ to the Defendant, stating a *"Brought forward balance"* of £14,452

50 04.11.16 - Invoice from MRJ to the Defendant, stating a *"Brought forward balance"* of £15,447

51 06.01.09 – Invoice from MRJ to the Defendant, stating a *"Brought forward balance"* of £5,625

have 'mysteriously' vanished into 'thin air'.

What is MRJ's explanation for: (1) these invoices? (2) their 'mysterious' disappearance?

63.

4 SUMS CLAIMED IN THE 27 MARCH 2007 CLAIM 7WL00675

Subsequent amendment: should read 27 **February**

64. The sums claimed can be summarised under five headings:

- Half-yearly service charge in advance: **£4,539.62**
- Reserve fund contribution / Half yearly reserve fund: **£1,130.60**
- Balancing charge: **£573.70**
- Electricity: £549.36 - £56.00 = **£493.36**
- Ground rent: **£ 2,200.00**

A total of £8,937.28

(As previously detailed, the Defendant received a 1 March 2007 invoice from MRJ stating a *"Brought forward balance"* that is lower: **£8,688.42**)

65.

4.1 Half-yearly service charge in advance: £4,539.62. The Defendant disputes the sum demanded

66. These include:

25-Dec-2003	23-Jun-2004	Half yearly service charge in advance	679.36
24-Jun-2004	24-Dec-2004	Half yearly service charge in advance	679.36
25-Dec-2004	23-Jun-2005	Half yearly service charge in advance	775.83
24-Jun-2005	24-Dec-2005	Half yearly service charge in advance	775.83
25-Dec-2005	23-Jun-2006	Half yearly service charge in advance	814.62
24-Jun-2006	24-Dec-2006	Half yearly service charge in advance	814.62

The Defendant disputes the sums demanded for a number of reasons.

67.

4.1.1 Extracts from the Defendant's Lease

68. The Defendant's Lease states:

Clause (2)(2)(c)(i) *"The amount of the Service Charge payable by the Lessee for each financial year of the Lessor shall be calculated by dividing the aggregate amount of the costs expenses and outgoings incurred by the Lessor during such financial year in respect of the heads of expenditure particulars whereof are set out in the Fourth Schedule hereto by the aggregate of the rateable value (in force at the end of such year) of all the flats in the Building (excluding the Porter's flat) the repair maintenance renewal insurance or servicing whereof is charged in such calculation as aforesaid and then multiplying the resultant amount by the rateable value (in force at the same date) of the Flat"*

Clause 2(2)(c)(ii) - *"The lessor will use its best endeavours to maintain the annual service charge at the lowest reasonable figure consistent with the due performance and observance of its obligations"*

Clause 2(2)(d) *"As soon as practicable after the end of each financial year. the lessor shall cause the amount of the service charge payable by the lessee for such financial year to be determined by an accountant."*

Clause 2(2)(e) *"...the sum or sums ... which the lessor shall have incurred at any time prior to the commencement of the relevant financial year or shall expect to incur at any time after the end of the relevant financial year..as the accountant may in his reasonable discretion consider it reasonable to include... in the amount of the service charge for the relevant financial year"*

Clause 2(2)(f) - *"As soon as the accountant shall have determined the amount of the service charge payable by the lessee for the relevant financial year…the accountant shall prepare a written statement containing a summary of the costs expenses and outgoings incurred by the lessor during the relevant financial year together with any future sums indicated by the accountant pursuant to Clause 2(2)(e).. and specifying the amount of the service charge payable by the lessee…and in the accountant's certificate, shall certify:*

"that in his opinion the said summary represents a fair summary of the said costs and outgoings set out in a way which shows how they are or will be reflected in the service charge…the sum specified as aforesaid represents the amount of the service charge payable by the lessee…"

Clause 2(2)(g)(i) *"As soon as practicable after the end of each financial year the lessor shall furnish to the lessee an account of the service charge payable by the lessee for such financial year together with a copy of the accountant's certificate*"

4.1.2 The accounts and estimated charges produced by the accountants, Pridie Brewster, are in breach of the Defendant's Lease, as well as false

70. Following being copied on the Defendant's letter of 30 March 2005 to Ms Hathaway, the accountant, Pridie Brewster, confirmed in its 15 April 2005 letter ([52] attached) to the Defendant that it had ***not*** reflected the LVT determination of 17 June 2003 in the 2003 year-end accounts – giving lack of awareness of it as reason

71. With her 17 April 2005 reply ([53] attached), the Defendant supplied Pridie Brewster with the LVT determination (as well as 47 other documents), while with her 9 May 2005 letter ([54] attached) she supplied a copy of the 3 October 2003 Consent Order ([55] attached) from Steel Services exempting her from Steel Services' LVT costs

The follow on three months silence from Pridie Brewster led the Defendant to approach the ICAEW for assistance – eventually turning into a complaint against Pridie Brewster, and a battle with the ICAEW that spanned from July 2005 to August 2006

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52 05.04.15 – Letter from Pridie Brewster to the Defendant

53 05.04.17 – Defendant's letter to Pridie Brewster

54 05.05.09 – Defendant's letter to Pridie Brewster

55 03.10.03 – Consent Order from Steel Services to the Defendant

Of note - in the context of the Defendant's Lease:

- Having admitted that it had not reflected the 17 June 2003 determination in the accounts, Pridie Brewster did not reissue the accounts for 2003, nor did it reflect it in the subsequent year-end accounts

- In its 4 August 2005 letter ([56] attached) to the Defendant, the **ICAEW** stated: ***"I do not see anywhere in the accountants' report an opinion provided that the costs have been checked for reasonableness or completeness."***

It led the Defendant to reply on 1 September 2005 ([57] attached) to the ICAEW *"it suggests that Pridie Brewster have simply taken the documentation given to them without question"*

This was yet again confirmed by the ICAEW in its 6 September 2005 letter ([58] attached): *"The accountant's report is not that of an audit but merely states that they have examined the records provided to them by the managing agents. Therefore the accountant's report is saying exactly what you are saying, in that Pridie Brewster only reviewed information provided to them (and no audit was conducted)"*

72. Against the ICAEW's argument:

- The Association of Certified Accountants holds the view that *"certification is only appropriate to a matter capable of determination with certainty"*
- An article in Audit News, October 1998, stresses the importance to accountants of *"having a copy of the lease"* and *"understanding the lease requirements…"*

Meeting this requirement is quite clearly understood by Pridie Brewster – as evidenced by its 15 April 2005 to the Defendant: *"I will be unable to consider all the matters raised by you in relation to the determination and to the provisions of your lease in time to provide a full reply before the deadline referred to in page 3 of your letter. I will, however, respond in detail when I have had the opportunity to review the issues raised"*

73.

4.1.3 The Defendant has evidence that Pridie Brewster produces accounts, and consequently service charge demands, that are made-up of whatever Steel Services-MRJ care to supply – without question

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56 05.08.04 – Letter from the ICAEW to the Defendant

57 05.09.01 – Defendant's letter to the ICAEW

58 06.09.06 – Letter from the ICAEW to the Defendant

74. The following is a blatant example - in addition to the fact that Pridie Brewster has *not* re-stated the accounts to reflect the 17 June 2003 determination – thereby leading to Leaseholders paying *"extra costs"* (as confirmed by the ICAEW in its 29 August 2006 letter to the Defendant).

It refers to the 25-Dec-2005 -23-Jun-2006 'half yearly service charge in advance' of £814.62 – which is based on *"Steel Services estimated expenditure for the year ended 2006 "* ([59] attached) (the Defendant is uncertain as to how this sum was arrived at)

This document claims that the £76,167 of estimated expenditure for 2006 is attributable to *"All flats"*. This is not true given that:

- Steel Services did not / still does not (?) control the whole block as it became a 'Lessee' of Lavagna Enterprises Limited in a transaction recorded on the Land Registry at 31 January 2006 ([60] attached) (for £875,000)
- Lavagna Enterprises is also the Lessor of the 'airspace' (which Steel Services disposed of) and the airspace includes the title for the penthouse flat ([61] attached)

i.e. Steel Services did not / still does not control the last floor of Jefferson House.

75. Further evidence that the Defendant's Landlord, Steel Services, no longer controls / did not at the time control the whole of Jefferson House can be seen from Portner and Jaskel's reply of 3 April 2006 ([62] attached) to the Defendant's letter of 30 March 2003 ([63] attached). (The exchange of correspondence took place following what the Defendant describes as the 10 February 2006 'bogus' 'Notice of First Refusal' (S.5 L&T Act 1987) issued by Portner and Jaskel to the Defendant)

Subsequent amendment: should read 30 March 200**6** and below ref '63' should read '06.03.**30**

The estimated expenditure for 2006 does not reflect this situation and nor does it reflect the fact that three other flats have been added: flat 18A, 33A and 35A – to the 35 flats for which Steel Services is / was the Lessor.

76. **4.1.4 The addition of a penthouse flat and three other flats, impact greatly on the Defendant's share of the costs. This has not been reflected in the service charge demands – and nor has the Defendant been informed of her revised share**

77. These changes impact greatly on the Defendant's previous share of 1.956% of the costs.

The Defendant has not received any communication to this effect – as is substantiated by the 2006 *"estimated expenditure for Steel Services"*.

Nor has the Defendant received, at the date of writing, the 2005 accounts – in which, according to Clause 2(2)(e) and Clause 2(2)(f) of her Lease, the accountant should have "*prepared a written statement containing a summary of the costs expenses and outgoings incurred by the lessor during the relevant financial year together with any future sums indicated by the accountant pursuant to Clause 2(2)(e).. and specifying the amount of the service charge payable by the lessee* "

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59 06.01.xx – 2006 – Steel Services Ltd *"Estimated expenditure for the year ended 31 December 2006"*

60 06.01.31 – Land Registry title BGL 56 642 (at 27 February 2006) for Lavagna Enterprises Limited

61 05.08.05 – Land Registry title BGL 54 458 (at 27 February 2006) for penthouse flat

62 06.04.03 – Letter from Portner and Jaskel to the Defendant

63 06.03.03 – Defendant's letter to Portner and Jaskel

78. **4.1.5 As the additional flats were completed in 2005, they, likewise, impact on the Defendant's share of the service charges for 2005.**

79. For example, the first (?) transaction about the penthouse flat is recorded on the Land Registry at 5 August 2005 (between Steel Services and Sloan Development Ltd). A sale (for £3.9 million) has then been recorded on the Land Registry at 1 December 2005.

80. Furthermore, the Defendant highly questions amounts included in the *"estimated 2006 expenditure"* such as, for example, the sum of £7,500.00 for *"General repair and maintenance"* considering that the block had just been completely refurbished, with new boiler, new lift, etc.

There are numerous other questionable items.

81. **4.1.6 Had it not been for the 'bogus' 10 February 2006 'Notice of First Refusal' from Portner and Jaskel, the Defendant would not have known that her Landlord, Steel Services, had lost control of the last floor of Jefferson House**

82. The receipt of the 10 February 2006 so-called 'Notice of First Refusal' from Portner and Jaskel, led the Defendant to undertake a thorough research of Land Registry records for Jefferson House – leading her to uncover the various transactions that had been taking place.

She had not received any information about the changes in ownership – in the same way that she has not received any information about the apparent latest changes i.e. *"Roostock Overseas Corp*", or *"Rootstock Overseas Corp"* ?

83. Of course, in addition, the loss of control by Steel Services of part of the block also has highly material repercussions on the Lessor's ability to fulfil a number of major covenants in the Defendant's Lease.

84. **4.1.7 The Defendant also has issues with the 2004 accounts**

85. The Defendant also has issues to raise in relation to the 2004 accounts. For example, according to the ICAEW's letter of 29 August 2006 ([64] attached) the sum of £46,242 in the 2004 year-end 'accounts' headed *"Contributions received"* (under *"Major works fund"*) is made up of the following:

£4,095 from the Defendant (her 19 December 2003 letter to CKFT), and the reminder relates to some of Mr Andrew Ladsky's flats:

- £14,146 for flat 7 (v. the original share of £16,808 for the *"major works"*)
- £21,000 for flat 34 (v. the original share of £68,120)
- £7,000 for flat 35 (v. the original share of £55,895)

This brings the total 'apparently' paid by Mr Ladsky to £42,146 v. the total original share for these three flats of £140,823 ([65] attached)

The Defendant: **(1)** questions the reason for not detailing these amounts in the list with other flats; **(2)** seeks an explanation for the apparent **shortfall of £98,677** for the three flats owned by Mr Ladsky.

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64 06.08.29 – Letter from the ICAEW to the Defendant

86. The Defendant also questions various other items in the accounts, such as, for example, the sum of £9,612.42 for *"General repairs and maintenance"* given that the works were started in September 2004.

Also the sum of £14,211.09 for *"Legal and professional fees"* – considering, among others, that she has a Consent Order from Steel Services exempting her from these costs.

The sum of £10,273 for the *"Agent's fees"*, etc. given the appalling state of the area around her flat (externally and internally) throughout the duration of the works, etc. (of which she has photographs)

87. **4.1.8 In conclusion: the Defendant does not how much of the 'Half-yearly service charge in advance ' of £4,539.62 she actually owes – but she is certain that she does not owe the amounts claimed**

88. **4.2 Reserve fund contribution / Half yearly reserve fund: £1,130.60. This sum is likewise contested by the Defendant for similar reasons**

89.

25-Dec-2003	23-Jun-2004	Reserve fund contribution	195.60
24-Jun-2004	24-Dec-2004	Reserve fund contribution	195.60
25-Dec-2004	23-Jun-2005	Reserve fund contribution	195.60
24-Jun-2005	24-Dec-2005	Reserve fund contribution	195.60
25-Dec-2005	23-Jun-2006	Half yearly reserve fund	174.10
24-Jun-2006	24-Dec-2006	Half yearly reserve fund	174.10

In light of the preceding points about the 'half yearly charges', **nor does the Defendant know how much of these claimed 'reserve fund contribution / half yearly reserve fund' amounts she actually owes**

90. To which must be added the fact that the block has just been totally refurbished, as well as the fact that the reserve fund had very clearly not been used in relation to the amount of service charge demanded of the other Leaseholders. (As evidenced by the analysis undertaken by the Defendant following receipt of the document supplied by the ICAEW to the Defendant with its 29 August 2006 letter).

Consequently: how much is currently held in the reserve fund?

91. **4.3 Balancing charge: £573.70. This sum is likewise contested by the Defendant for similar reasons.**

92.

25-Dec-1999		Contra S/C Balancing Charge	-247.86
01-Jan-2003	31-Dec-2003	Balance charge as at 31 Dec 03	430.85
01-Jan-2004	31-Dec-2004	End of year 2004 balancing charge	390.71

Ditto, considering the points captured above under 'half-yearly service charge'.

How much of these 'balancing charges' does the Defendant 'truly' owe?

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65 06.09.xx – Defendant's calculations of service charge paid by the Leaseholders – using the information supplied by the ICAEW with its 29 August 2006 letter

93. **4.4 Electricity: £549.36 - £56.00 = £493.36. The Defendant also contests these charges she views as the continuation of an ongoing 'rip-off'**

94.

05-Nov-2002	???	Electricity as per attached letter	42.70	-37.76
28-Jan-2003	02-Apr-2003	Electricity as per attached letter	35.19	-18.24
03-Apr-2003	**18-Jul-2003**	**Electricity charges as attached**	**41.80**	
19-Jul-2003	**03-Oct-2003**	**Electricity charges as per attached**	**32.06**	
04-Oct-2003	**12-Jan-2004**	**Electricity as attached**	**50.63**	
13-Jan-2004	05-Apr-2004	Electricity as attached	46.71	
06-Apr-2004	06-Jul-2004	Electricity charges as attached letter	47.41	
07-Jul-2004	11-Oct-2004	Electricity charges as attached	48.28	
1**2-Oct-2004**	**14-Jan-2005**	**Electricity charges as per attached**	**17.74**	
15-Jan-2005	**19-Apr-2005**	**Electricity charges as attached letter**	**38.86**	
19-Apr-2005	**25-Jul-2006**	**Electricity charges as attached**	**26.88**	
???? ????				
17-Oct-2005	???	Electricity charges as attached letter	25.53	
07-Jan-2006	02-Jun-2006	Electricity charges as per attached	44.34	
09-Jan-2006	???	Electricity charges as attached letter	28.28	
02-Jun-2006	04-Oct-2006	Electricity per attached letter	22.95	

95. The Defendant has had drawn-out battles with Ms Hathaway, MRJ, over electricity charges, going back to the 1990's (as can be seen, for example, in her 19 October 2003 Witness Statement, under points 31 and 32).

The difficulty in challenging the electricity charges is that London Electricity invoices the Landlord 'for the block' – instead of invoicing each flat – as the meters are under the control of the Landlord (and under lock and key).

96. **The Defendant has not received the invoices highlighted, above,** in bold typeface. ('By coincidence' the periods tend to coincide with times when the Defendant challenged the service charges (the LVT hearings) / filed complaints against Steel Services' advisors (MRJ, CKFT, Pridie Brewster))

97. In relation to the other amounts, **there are discrepancies** as the Defendant has electricity invoices with **different start / end dates / different amounts** e.g.

18 Oct 02 – 22 Jan 03: £47.57 v. the claimed: "05 Nov 02 - ???: £42.70"

13 Oct 05 – 6 Jan 06: £28.28 v. the claimed: "17 Oct 05 - ???: £25.53"

7 Jan 06 – 02 Jun 06: £28.28 v. the claimed: "09 Jan 06 - ???: £28.28

In light of the above, the Defendant questions the *"£44.34 for 7 Jan 06 – 2 Jun 06"* claimed amount

98. Through analysis, by among others, determining the number of days covered during the period, it is possible to question the sums demanded – and hence identify **large variations**.

For example, the period 3 Apr 03 – 18 Apr 03 covers 107 days, for which the amount claimed is £41.80.

By contrast, the period 4 Oct 03 – 12 Jan 04 covers 101 days i.e. six days less, yet the amount is £50.63, or a 17.5% increase. The Defendant is unable to explore the reason for this as she

does not have an invoice for this period.

The pattern of the 'average daily electricity standing charge' – which, according to e.g. Ms Hathaway's letter of 3 August 2002 *"is the figure that is charged by London Electricity"* is also fascinating.

For example, for the period 7 Jul 04 – 11 Oct 04 it comes out as 33.9 pence per day, whereas for the previous period, 6 Apr 04 – 6 Jul 04, it amounts to 16 pence per day i.e. the daily amount double in the following period.

99. From talking to other people, the Defendant also questions **the cost per unit of electricity** e.g. a jump from 6.993 pence in January 2006 to 10.38 pence in June 2006.

100. Considering that, for a very long time now (due to the ongoing nightmare with her flat) the extent of the daily usage of electricity by the Defendant in the flat is limited to:

(1) two 60W spotlights in the bathroom for one hour;

(2) use of kettle for one coffee;

(3) use of one 60W light for five minutes in the wardrobe;

(4) use of two spotlights for two minutes in the corridor

(5) an electric clock

and **(6)** the 10 minute use of a hairdryer twice a week

– **the Defendant also disputes the claimed amount of units used** e.g. 1.68 average daily units for the period 7 Jan 06 – 2 June 06.

(The Defendant only uses the flat to sleep and for showering. The fridge and washing machine broke down in 2005. She does not bring food to the flat and therefore does not cook there. She does not use the iron, does not watch TV, etc. – simply because she has, since 2003 been spending her life in the office)

101. **Conclusion: the claimed electricity charges need to be reviewed by the Claimant.**

102. **4.5 Ground rent: £ 2,200.00. The Defendant questions £200**

103.

29-Sep-2002	**24-Dec-2002**	**Ground rent due on revised charge**	**100.00**
25-Dec-2002	23-Jun-2003	Ground rent due on revised charge	200.00
24-Jun-2003	24-Dec-2003	Ground rent due on revised charge	200.00
25-Dec-2003	23-Jun-2004	Ground rent due on revised charge	200.00
24-Jun-2004	24-Dec-2004	Ground rent due on revised charge	200.00
24-Jun-2004	**24-Dec-2004**	**Half yearly ground rent in advance**	**100.00**
25-Dec-2004	23-Jun-2005	Half yearly ground rent in advance	300.00
24-Jun-2005	24-Dec-2005	Half yearly ground rent in advance	300.00
25-Dec-2005	23-Jun-2006	Half yearly ground rent in advance	300.00
24-Jun-2006	24-Dec-2006	Half yearly ground rent in advance	300.00

104. The Third Schedule of the Defendant's Lease states:

(i) For the period expiring 28th September 2002 £100

(ii) For the period expiring 28th September 2027 £600

105. **The Defendant has paid the following amounts of ground rent:**

24 Jun 2002 – 24 Dec 2002: £100 (initial payment of £25, followed by payment of £75, cheque # 1355, with Defendant's 17 October 2002 letter to CKFT)

25 Dec 2002 – 23 Jun 2003: £100 (cheque # 1386, Defendant's 22 March 2003 letter to Ms Hathaway)

24 Jun 2003 – 24 Dec 2003: £100 (cheque # 1398)

25 Dec 2003 – 24 Jun 2004: £100 (cheque # 1415, Defendant's 31 December 2003 to Ms Hathaway)

24 Jun 2004 – 24 Dec 2004: £100 (cheque # 1328, Defendant letter's of 18 July 2004 to Ms Hathaway)

Having increased the half-yearly ground rent from £50 to £100, starting in June 2002 – **more than two years later** – MRJ sent the 5 October 2004 letter ([66] attached) to *"All Lessees"* stating:

> *"We have been informed by the solicitors acting for the freeholders* (NB!!!) *of the above, Steel Services Limited, that although the ground rent on your flat increased in September 2002 the increase is not sufficient to comply with the terms of your Lease"*

106. **The Defendant is unclear as to the following amounts:**

29-Sep-2002	24-Dec-2002	Ground rent due on revised charge	100.00
24-Jun-2004	24-Dec-2004	Half yearly ground rent in advance	100.00

107. **4.6 By July 2004, the Defendant had paid £6,350 since the end of the previous year – and the works had not yet been started. In addition, her repeated requests to MRJ for the year-end accounts were being ignored.**

108. The Defendant had been engaged in an ongoing battle with MRJ to get the 2002 and 2003 accounts that had led her to contact Kensington & Chelsea Housing.

This also led to a battle over several months that the Defendant escalated to the Local Government Ombudsman (and mentioned to the Parliamentary Ombudsman). Finally, in 2005 the Defendant obtained a copy of the accounts i.e. three years later, and consequently in blatant breach of her statutory rights, as well as the terms of her Lease.

However, these accounts were not complete.

Among others, they did not include the share of the *"major works"* paid by the Leaseholders. The reason became obvious when the Defendant obtained this information through the ICAEW with its 29 August 2006 letter: **the majority of the Leaseholders**, including those listed on the WLCC Claim WL203 537 **had been made to pay the full amount demanded in July 2002** – in breach of their statutory rights and of the terms of the Lease.

109. **4.7 When, in August 2004, Mr Barrie Martin announced the appointment of a new contractor, Mansell, without issuing a Section 20 / Section 151 Notice and, the Defendant realised the nature of the works being undertaken on the roof, she drew the line: NO MORE PAYMENT TO THE LANDLORD. She had a £6,100 credit and this would, among others, cover the ground rent.**

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[66] 04.10.05 – Letter from MRJ to « All Lessees » that increase in ground rent was not sufficient

110.

5 STATEMENT OF TRUTH SIGNED BY PORTNER AND JASKEL

111. Considering the evidence contained in this document, as well as the fact that Portner and Jaskel has, over a period spanning from mid-January until it filed this Claim on 27 February 2007, been putting pressure on the Defendant's ISP to close down her site, www.leasehold-outrage.com , the Defendant wishes WLCC to note that Portner and Jaskel wrote in the Claim:

"Non-payment of monies due under a Lease…The Defendant has failed to pay the sum of £8,937.28…" and that *"The Claimant is further entitled to and claims interest at 8%..."*. It then proceeded to sign a Statement of Truth stating that *"The Claimant believes that the facts stated in these particulars of claim are true"*

CPR - Part 22 - Statements of Truth – PD: "*3.7…The statement signed by the legal representative will refer to the client's belief, not his own*";

"3.8 Where a legal representative has signed a statement of truth, his signature will be taken by the court as his statement:""(3) that before signing he had informed the client of the possible consequences to the client if it should subsequently appear that the client did not have an honest belief in the truth of those facts (Rule 32.14 – False statements)"

112. **The Defendant gives the filing of this vexatious, ill-founded claim, as the second part of her evidence in support of her application to WLCC for an Extended Civil Restraint Order against the 'Landlord'.**

- END -

Subsequent note:

I then wrote the date *"4 April 2007"*

And signed the document

07.03.01	Martin Russell Jones invoice stating a "Brought forward balance" of "£8,688.42"
07.02.25	Defendant's reply to Portner and Jaskel's 16 February 2007 letter
07.02.16	Letter from Portner and Jaskel
06.09.xx	Defendant's calculations of service charge paid by the Leaseholders - using the information supplied by the ICAEW with its 29 August 2006 letter
06.09.06	Letter from the ICAEW to the Defendant
06.08.29	Letter from the ICAEW to the Defendant
06.04.03	Letter from Portner and Jaskel to the Defendant
06.03.30	Defendant's letter to Portner and Jaskel
06.01.xx	2006 - Steel Services Ltd "Estimated expenditure for the year ended 31 December 2006"
06.01.31	Land Registry title BGL 56 642 (at 27 February 2006) for Lavagna Enterprises Limited
06.01.24	Land Registry, flat 18A, transaction between Steel Services and Lavagna Enterprises Ltd (at 22 February 2006)
06.01.10	Land Registry, flat 33A, transaction between Steel Services and Lavagna Enterprises (at 22 February 2006)
06.01.09	Invoice from MRJ to the Defendant, stating a "Brought forward balance" of £5,625
05.12.16	Land Registry, flat 35A, transaction between Steel Services and Lavagna Enterprises (at 22 February 2006)
05.10.19	Letter from Mr Brian Gale to the Leaseholders
05.09.01	Defendant's letter to the ICAEW
05.08.05	Land Registry title BGL 54 458 (at 27 February 2006) for penthouse flat
05.08.04	Letter from the ICAEW to the Defendant
05.05.09	Defendant's letter to Pridie Brewster
05.04.17	Defendant's letter to Pridie Brewster
05.04.15	Letter from Pridie Brewster to the Defendant
05.03.30	Defendant's letter to Ms Hathaway, MRJ, highlighting that she has a £6,100 credit
04.11.xx	Mansell - Brian Gale Associates "description of the works" being undertaken at Jefferson House
04.11.16	Invoice from MRJ to the Defendant, stating a "Brought forward balance" of £15,447
04.10.21	Invoice from MRJ to the Defendant, stating a "Brought forward balance" of £14,452
04.10.05	Letter from MRJ to " All Lessees " that increase in ground rent was not sufficient
04.08.02	Letter from Mr Barrie Martin, FRICS, Martin Russell Jones, to "All Lessees", announcing the appointment of Mansell, a new contractor
04.07.01	Defendant's Consent Order with Steel Services, for £6,350, endorsed by Wandsworth County Court
04.06.25	Kensington & Chelsea Housing S.21 request to MRJ for the 2002 and 2003 year-end accounts
03.12.19	Defendant's Notice of Acceptance to CKFT
03.11.14	Email from Mr Twyman, Piper Smith & Basham, to the Defendant
03.11.13	Draft Notice of Acceptance and draft Consent Order sent by Piper Smith & Basham to CKFT - without the Defendant's consent
03.10.21	Steel Services 'offer' to the Defendant, for £6,350, plus interest of £143

03.10.19	Defendant's Witness Statement
03.10.03	Consent Order from Steel Services to the Defendant
03.08.09	Defendant's letter to WLCC highlighting her Surveyor's assessment of Steel Services "Revised price" of 17 July 2003
03.08.07	Letter to the Defendant's solicitors (of only a few hours) from Mr Silverstone, CKFT
03.07.31	Assessment of Steel Services 17 July 2003 "Revised price" by the Defendant's RICS accredited Surveyor
03.07.24	Letter to the Defendant from Mr Silverstone, CKFT
03.07.17	"Revised price" sent to the Defendant by Mr Silverstone, CKFT
03.07.17	Letter from Mr Silverstone, CKFT, to Judge, WLCC
03.07.15	Defendant's letter to WLCC
03.06.25	Letter to the Defendant from Mr Silverstone, CKFT
03.06.24	Case Summary and Draft Order supplied, in court, to the Defendant, by Mr Silverstone, CKFT
03.06.24	WLCC Order
03.06.23	WLCC's refusal of Defendant's request to cancel the Case Management hearing
03.06.22	Defendant's letter to WLCC highlighting, among others, her Leave of Appeal to the Lands Tribunal
03.06.17	Leasehold Valuation Tribunal determination, LVT/ SC/007/120/02 (ref #992 on the LVT database)
03.03.04	Letter from Ms Joan Hathaway to Mr Brian Gale
03.01.23	Letter from Mr Silverstone, CKFT, to the Defendant, requesting a copy of her Lease
02.12.13	Mr Brian Gale, Brian Gale Associates, "Expert Witness" report to the Leasehold Valuation Tribunal
02.12.10	Defendant's letter to WLCC highlighting Steel Services' action in the Leasehold Valuation Tribunal
02.11.29	Particulars of Claim for WLCC Claim WL203 537, showing Statement of Truth signed by Ms Hathaway, MRJ, managing agents for Jefferson House
02.10.xx	"Applying to a Leasehold Valuation Tribunal", LVT publication
02.10.07	Letter from Mr Lanny Silverstone, CKFT, to the Defendant, threatening to forfeit her Lease
02.09.20	Letter from Ms Hathaway, MRJ, to the Defendant threatening her with proceedings
02.07.xx	and 05.09.xx Defendant's photographs of the back of Jefferson House
02.07.17	Service charge demand of £14,400 sent by MRJ to the Defendant - with the 15 July 2002 letter
02.07.15	Letter from Ms Hathaway, MRJ, to "All Lessees"
02.02.xx	Extracts from the "Condition survey" of Jefferson House by Mr Brian Gale, Brian Gale Associates
01.11.13	Planning application for penthouse flat
95.01.15	Lease 'apparently' for flat 23 supplied with the 29 November 2002 Claim, falsely stating that it is representative of the Defendant's Lease
95.01.06	Lease 'apparently' for flat 22 supplied by Martin Russell Jones with the 7 August 2002 application to the Leasehold Valuation Tribunal
86.03.10	Full copy of the Defendant's Lease


Royal Mail
special delivery
guaranteed by 1pm
next day
to
Name
West London C Cpt
Address
181 Talgarth Rd.
London
Postcode
W6 8DN
Moneyback guarantee for delay. You can claim compensation of up to £500 for lost or damaged items.
- Tick if you want a higher than standard compensation limit (this costs more).
  Tick one level Up to £1,000 Up to £2,500
- Write your address below.
- Hand this label and your package in at a Post Office® branch.

Ref: ZU 5872 1773 5GB

- **This is your receipt...** Keep this in case you need to claim.

For Post Office® branch completion

Guaranteed delivery date

5/4/07

1.352kg

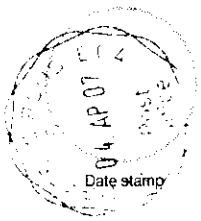
Level of consequential loss
Apply payment to package

£

Total price paid

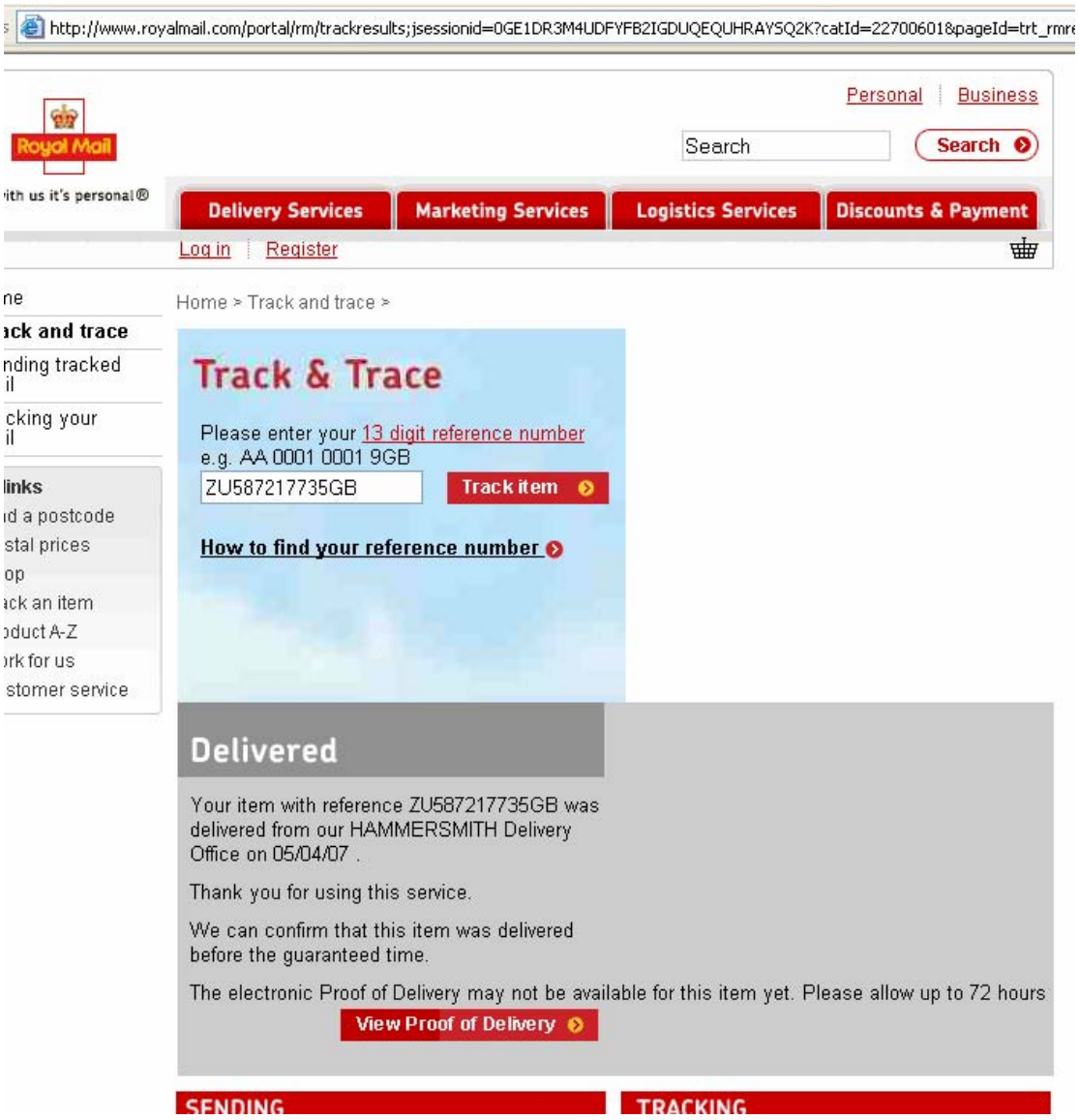
£ 7.25

Initials



Date stamp

- **For confirmation of delivery...** Call **08457 001200** or visit our website **www.royalmail.com** and quote reference number.
- **For full details of the service conditions...** See our leaflet Royal Mail Special Delivery available from all Post Office® branches, call your Royal Mail Customer Service Centre on 08457 740740 (calls charged at local rates), or visit our website www.royalmail.com


http://www.royalmail.com/portal/rm/trackresults;jsessionid=0GE1DR3M4UDFYFB2IGDUQEQUHRAYSQ2K?catId=22700601&pageId=trt_rmre
Personal
Business
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Delivery Services
Marketing Services
Logistics Services
Discounts & Payment
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Home > Track and trace >
Track & Trace
Please enter your 13 digit reference number
e.g. AA 0001 0001 9GB
ZU587217735GB
Track item
How to find your reference number
Delivered
Your item with reference ZU587217735GB was delivered from our HAMMERSMITH Delivery Office on 05/04/07 .
Thank you for using this service.
We can confirm that this item was delivered before the guaranteed time.
The electronic Proof of Delivery may not be available for this item yet. Please allow up to 72 hours
View Proof of Delivery
SENDING
TRACKING