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Information not supplied by the Claimant

3 This document is based on my 12 September 2007 “Defence & Counterclaim” (NB: Not a
4 ‘counterclaim’ as defined by the courts).

5 The Claimant has had my “Defence & Counterclaim” for seven months. Yet, its 4 February 2008 ‘List
6 of Documents - Standard Disclosure’ (attached ¹) does not address the need for evidence in relation
7 to the issues and questions raised in my 12 September 2007 “Defence & Counterclaim”. These are:

8 **1 My position that Rootstock Overseas Corp is *not* my lessor, or landlord, as it does *not***
9 **control the property defined in my lease**

10 (Based on February 2006 Land Registry information): the title transferred from Steel Services Ltd to
11 Rootstock Overseas Corp in May 2006 is Jefferson House - minus - the last floor i.e. the penthouse
12 flat completed in 2005/06; the penthouse flat is a lessee of a superior headlessor, Lavagna
13 Enterprises Ltd. (In December 2005 Steel Services became a lessee of Lavagna Enterprises).

14 I therefore ask: who is my lessor, or landlord, and consequently the entity with which I have a
15 contractual relationship?

16 **2 Two days after the claim was filed in WLCC, Martin Russell Jones (MRJ), ‘managing’**
17 **agents for Jefferson House, sent me a service charge demand that is £225.06 less than**
18 **the claim. What is the explanation?**

19 **3 I have a £6,100 credit following Steel Services non-compliance with consultation**
20 **procedures. It has not been acknowledged**

21 (My position, in my 30 March 2005 letter to MRJ, was not challenged).

22 **4 Unexplained drop of £10,000 in service charge demands**

23 In October 2004, MRJ sent me an – unsupported – service charge demand stating “*Brought forward*
24 *balance*” of £14,452. In November 2004, I was sent another - equally unsupported - service charge
25 demand stating a “*Brought forward balance*” of £15,447.

26 I did not pay either of these demands. The next service charge demand, more than one year later, in
27 January 2006, states a “*Brought forward balance*” of £5,625 i.e. nearly £10,000 less. What is the
28 explanation?

29 **5 My 1.956% share of the service charges has *not* been amended to reflect the addition of**
30 **a penthouse flat (that is seven times the size of my flat), as well as three other flats.**

31 I therefore need to be provided with my revised share of the service charges. I expect this revised
32 share to have kicked-in 2005.

33 **6 2003 service charges**

34 I paid for the major works by accepting Steel Services’ 21 October 2003 ‘offer’ of £6,350.
35 Consequently, I am only liable for expenditure *not* related to the major works (undertaken between
36 September 2004 – early 2006).

¹ 4 February 2008 Rootstock Overseas Corp ‘List of documents – Standard disclosure’

1 The 2003 accounts do not reflect the impact of the 17 June 2003 LVT determination. This makes it
2 impossible for me to determine what I am potentially liable for.

3 I have a Consent Order, dated 3 October 2003, between “Miss N K-Dit-Rawé, Applicant, and Steel
4 Services Ltd, Respondent”, endorsed by MRJ, and my then solicitors, Piper Smith Basham/Watton
5 which states “All or any of the costs incurred, or to be incurred by the Respondent in connection with
6 any proceedings arising out of its application to the Leasehold Valuation Tribunal dated 7 August
7 2002 are not to be regarded as relevant costs to be taken into account in determining the amount of
8 any service charge payable by the Applicant”

9 I have no evidence that it has been taken into consideration.

10 **7 2004 service charges**

11 (The 2004 accounts do not reflect the impact of the 17 June 2003 LVT determination).

12 The Institute of Chartered Accountants for England and Wales has confirmed to me (4 August 2005
13 letter) that the accountant, Pridie Brewster, “does not check the costs for reasonableness”. This
14 breaches Clause 2(2)(e) of my lease and means that I cannot rely on the accounts on which the
15 service charge demand is based.

16 I cannot be made to pay service charges for which I am not liable.

17 (Aside from not reflecting the LVT determination), the accountant's failure to “check the costs for
18 reasonableness” is evidenced by the fact that some of the sums claimed cannot be justified (as
19 explained in my 12 September 2004 “Defence & Counterclaim”)

20 I also question the apparent shortfall of £98,677 relating to three of Mr Andrew Ladsky's flats.

21 **8 2005 service charges**

22 In breach of Clauses 2(2)(g)(i), 2(2)(e) and 2(2)(f) of my lease, I have not been supplied with the
23 2005 accounts.

24 Nor have I been supplied with a document from the accountant “...specifying the amount of the
25 service charge payable by the lessee” (Clause 2(2)(f) of my lease.

26 Without the legally required supporting evidence, no payment can be demanded of me in relation to
27 2005.

28 **9 2006 “Estimated expenditure”**

29 The “2006 estimated expenditure” is on MRJ headed paper. As per Clause 2(2)(f) of my lease this
30 document should be from the accountant “...the accountant shall prepare a written statement
31 containing a summary of the costs expenses and outgoings incurred by the lessor during the
32 relevant financial year together with any future sums indicated by the accountant pursuant to Clause
33 2 (2) (e).. and specifying the amount of the service charge payable by the lessee...”

34 In addition, I have not been supplied with the 2005 accounts. Without these legally required
35 evidential documents, no payment can be demanded of me for 2006.

36 Furthermore, the “2006 estimated expenditure” to end December 2006 is under the name of Steel
37 Services. How can this be given that Steel Services disposed of its asset to Rootstock in May 2006?

38 The document claims expenditure “for all flats”. This cannot be right given that, from the beginning of
39 2006, Steel Services had lost control of the last floor of Jefferson House.

40 How was my £815 share of the service charges calculated?

1 It simply cannot be the case that my half-yearly service charge for the year 2006 is an estimated
2 £815 as it is higher than the amount in the preceding 12 months ((£679) to the start of the works
3 which resulted in: (1) the addition of four flats, including a massive penthouse flat; (2) the complete
4 overhaul of Jefferson House. (In 2003, the amount was also £679)

5 It is clear that some of the sums claimed cannot be justified. (As explained in my 12 September
6 2007 “*Defence & Counterclaim*”)

7 Without the legally required evidence, as well as supporting information, no payment can be
8 demanded of me in relation to 2006.

9 As I wrote in my 12 September 2007 “*Defence & Counterclaim*” “*The clear conclusion is that, while I*
10 *do not know how much I owe – if anything - to whomever my ‘Lessor’ is - in the three groupings of*
11 *service charges, I am certain that I do not owe the sums claimed*”

12 **10 Ground rent**

13 In relation to the ground rent, I require clarification in two instances (Detailed in my “*Defence &*
14 *Counterclaim*”)

15 **11 Electricity charges**

16 As to the electricity charges, (as detailed in my “*Defence & Counterclaim*”) there are discrepancies
17 as I have invoices with different start / end dates / different amounts. There is also evidence of
18 significant overcharge.

19 Directions need to be issued to ensure that the Claimant provides me with the necessary information
20 to defend myself against the claim.

21 Thank you.

22

23 N Klosterkotter-Dit-Rawé

24 cc. Mr Ahmet Jaffer, Portner and Jaskel