

District Judge Wright
West London County Court
43 North End Road
West Kensington
London W14 8SZ

Ms N K-Dit-Rawé
3 Jefferson House
11 Basil Street
London SW3 1AX
Tel:

(Special delivery)

9 August 2003

NB: Please note that, contrary to a letter sent to the Court and CKFT by Mr [REDACTED] solicitors, **Mr [REDACTED] does not represent me**

Dear Madam

Your Ref: Claimant No WL203 537 - Steel Services Limited

**The Claimant is not in a position to issue Summary Judgment against me
(as detailed in the Courts' 'General Form of Judgment or Order', dated 25 June 2003)**

To their letter to me dated 17 July 2003¹ CKFT attached the following documents:

- Copy of a letter addressed to you dated 17 July 2003 in which they state that "... *the figures quoted in Ms Rawé's letter are wrong*"². (They are referring to my letter to you of 15 July)
- Copy of a letter addressed to the LVT, also dated 17 July 2003³. (Since then they have sent me another version, dated 21 July 2003⁴)
- A 22 page document, 'Part III' of the specifications⁵ which, in their covering letter they describe as "*revised account showing how the reduced sum was calculated*"

(NB: For your convenience, I enclose a full copy of the LVT's report dated 17 June 2003⁶ and their covering letter)

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;**
 - (ii) has not used the contingency fund as contribution towards the works**
- (b) is attempting to charge residents a 6.45% increase on the overall cost of the contract when it is clear, from the comments made by the Tribunal, that the specifications and method of organising these works are below standard and hence, *responsibility for the delay rests with the Claimant – not the lessees***

My surveyor, Mr Tim Brock of LSM Partners has reviewed the Killby & Gayford's 'Revised price' 22 page document, 'Part III' which CKFT had enclosed in their letter to me dated 17 July 2003 (as referred to above). The four key points from his (attached) assessment, dated 31 July 2003⁷ are:

¹ 17 July 2003 letter from CKFT addressed to me

² Letter from CKFT to District Judge Wright, dated 17 July 2003

³ Letter from CKFT to 'The Chairman, Leasehold Valuation Tribunal', dated 17 July 2003

⁴ Letter from CKFT to 'The Chairman, Leasehold Valuation Tribunal', dated 21 July 2003

⁵ A 22 page document, "Part III" of the specifications for the works with "Revised price" written as a heading

⁶ Decision by the LVT, Ref LVT/SC/007/120/02, dated 17 June 2003

⁷ Letter from Tim Brock, LSM Partners, dated 31 July 2003

- (1) Amount **not allowed by the LVT of £129,958.00** has been taken into consideration by the Claimant in the revised specifications (my 15 July 2003 letter stated that the amount not allowed by the LVT was £132,858.00; since then, Mr Brock has deducted £2,900.00 for item 11.02 as the LVT's decision is unclear). (The Claimant has left this amount in the revised specification).
- (2) Items amounting in total to **£144,745.87** for which the LVT was unable to make a decision due to lack/insufficient specifications have been reduced in the revised costing down to £109,896.87 i.e. **a reduction of £34,849.00**. However, as highlighted by Mr Tim Brock: *"There is no explanation from Killby and Gayford for this reduction, or what directions they have followed from the Tribunal's decision. This reduction still does not change the fact that it is possible that further cost reduction would occur if the works were correctly specified"*

Mr Tim Brock's letter, as well as mine of 22 June 2003 to the Court draw attention to the Tribunal's *"frustration by the lack of detail in the specification and in Mr Gale's evidence..."*. To these, I would also like to highlight the following in relation to the boiler, which is a very major item of expenditure that *'may' not require to be incurred*:

Point 38 – *"Mr Gale also accepted that there was no boiler specification in the tender document, which merely stated "to remove and replace with new the boiler plant and all associated pipework", and*

Point 21 – *"Mr Jones (of Michael Jones & Associates, Engineering Consultants) confirmed that the boilers were also about 20/25 years old, were working, were being maintained, and were not defective at the moment, but were starting to fail more regularly"*

In their decision, the Tribunal has not made a recommendation that the boiler should be replaced.

Hence, without specification it cannot be determined what, if anything of the boiler, needs to be replaced.

Thus, in conclusion, the Claimant has arbitrarily reduced the sum of £144,745.87 by £34,849.00. 'Arbitrarily' as a Section 20 Notice under the Landlord & Tenant Act 1985 has not been issued. Hence, the Claimant has not complied with the consultation proceedings as detailed under the Act.

- (3) The fact that the LVT also suggests that the **contingency fund (of £141,977.00)** be used as contribution towards the cost of the works. A point I noted in my letters to the Court of 22 June 2003 and 15 July 2003, including quoting from the LVT's decision (point 63 of their decision): *"The wording of the clause relating to the contingency or reserve fund in the lease is unambiguous. It refers to costs, expenses and outgoings "not being of an annually recurring nature" and, as such surely envisages the type of works proposed at the subject property... the Tribunal considers it inequitable that this fund should not be used in part to fund the works"*.

Therefore, this contingency fund of £141,977.00 should be used to finance these major works

- (4) A tender price increase of 6.45% has been included. Mr Tim Brock states: *"In the first instance, I think we need to see justification on this calculation and the period to which they say this relates. Secondly – it is clear from the comments made by the Tribunal that the specifications and method of organising these works are below standard. On this basis, I do not see the additional cost for tender price increase to be the responsibility of the residents"*

Hence, the Claimant cannot charge the residents for the cost of the delay in starting the works

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"

Indeed, on the basis of the above, **the percentage reduction on the original sum demanded should – at this stage - be 73.8%**

Given the above, I also repeat the statement I made in my 22 June letter to the Court: “As I am not contractually liable under the terms of my lease to pay these amounts, CKFT, Steel Services/Mr Andrew Ladsky’s solicitors, are in breach of their professional conduct by demanding substantial sums of money that are not properly due and payable”

(It would appear that they have succeeded with six lessees as there were eleven (representing fourteen flats) listed on the claim filed in the Court in December 2002 and the ‘revised’ costs handed to me and the Court on 24 June 2003 by CKFT lists five).

The LVT has made a determination on the reasonableness of the service charge for the block – as a whole – not just for myself

In their 21 July 2003 letter ⁸, the LVT replied to CKFT that “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...” In other words, their decision affects *all the lessees* – not just me.

CKFT is fully aware that this is the role of the Tribunal. I believe they have done this to provide them with an opportunity to further attempt to frighten me into paying the sum currently demanded as they know that, at 24 June, I had spent in excess of £28,000 on professional fees (and I am on a salary). I am referring in particular to:

- The penultimate paragraph in their letter of 21 July 2003 to the LVT “... the costs of any further hearing or submissions are likely to be disproportionate and unnecessary”. (Was CKFT’s 21 July letter really sent to the LVT?) (The LVT’s reply to CKFT is dated 21 July)
- The penultimate paragraph in their letter of 24 July 2003 ⁹: “Clearly, further substantial costs will be incurred if the Court has to deal with the determination of the issue...”.
- The Draft Order CKFT handed to the Court on 24 June 2003 ¹⁰ is also geared to frighten those who have not yet paid into paying now by conveying the message that this case is going to drag on for a lot longer – and will therefore cost them a lot more in professional fees: “Inspection by 4pm on 19 August, witness statement to be exchanged by 4pm on 16 September, experts reports by 7 November and meetings by 21 November; joint report by 29 November; fix for trial first open date after 1st January 2004”. (This suggests to me a repeat of the last 10 months)

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

In their letter of 24 July 2003, CKFT again offer “a round-table meeting” to resolve matters. This time, they are threatening to use my non-acceptance of their offer against me: “We note your complete failure to respond to our repeated invitations in this regard”. And, to continue with their typical scare and bullying tactics add: “In the circumstances, we reserve the right to refer to this and previous correspondence in relation to any subsequent issue as to costs”. (NB: One of their previous correspondences on this subject had “Without Prejudice” written on.)

There is nothing to discuss. There are no side deals to be made with the Claimant. Works that are truly required – and can be charged to the lessees under the terms of the lease must be: *totally clear and transparent to all*, and the costs equally clear and transparent – also to all.

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 ¹¹

⁸ 21 July 2003 reply from LVT to CKFT (attached to 24 July 2003 letter from CKFT to me)

⁹ CKFT letter to me dated 24 July 2003

¹⁰ Draft Order, handed by CKFT in Court on 24 June 2003

¹¹ Percentage contribution towards service charges for each of the 35 flats

Nowhere does the lease state that the share of the service charges payable by individual lessees is dependent on:

(1) *Their amount of 'backbone' and courage to challenge a demand for money they do not owe*

- So far this dispute has cost me: in excess of thirty thousand pounds in professional fees; several thousand pounds in document production, research, posting, etc; over six hundred hours of my spare time and annual leave over the last 20 months.
- False claims are being made against me in the Court by Steel Services/Mr Ladsky and by MRJ. They, as well as Mr Brian Gale, have also made false statements against me in the LVT. This is defamation of my name and of my character.

(2) *Their resistance to prolonged harassment and intimidation*

Within days of challenging MRJ on the true nature of the works I started to receive anonymous phone calls at home and at work. A hard object was thrown at my windows around midnight. My doorbell was pressed in the early hours of the morning (leading me to eventually disconnect it; a year on and it is still disconnected). In the early hours of the morning, laughing and loud talking has taken place immediately in front of my window, as well as jumping in the corridor (my flat is in the basement, below the entrance). I have been made to enter the building under physical pressure, pushed aside in the block's entrance corridor. Faced attempts to intimidate me at my usual bus stop when returning from work, late at night, etc.

And to this day the intimidation and harassment tactics are continuing.

(Even Nucleus, our local Citizen Advice Bureau, received threats from 'Steel Services' ¹²)

(3) *Their determination to persist in the face of adversity and their ability to handle the resulting torment, anguish and distress*

- I requested from MRJ – in writing - a copy of the priced specification *six times* between 11 August 2002 and 12 January 2003. This included the *three occasions when I requested the LVT's assistance* in obtaining the priced specification from MRJ as I copied MRJ on these letters. The LVT had, in their directions, stated that the Applicant had to meet residents' requests by 17 December 2002 so that residents could have their own advisers review the specifications. A copy of the priced specification was eventually hand-delivered to my flat...*36 hours before the 5th February hearing!*

Interestingly, 'Steel Services' application to the LVT dated 7 August 2002, states that the following were enclosed with the application: "*Evidence, including any reports or other documents which you want the tribunal to consider in support of your case*"; "*A statement showing how the service charge is made up: the individual items, or estimated items, including a breakdown of costs of each item to show how the service charge is calculated*"

The covering letter from the LVT states "*I enclose a copy of the application and supporting documentation for your information*"¹³ (No supporting documentation was attached. This was confirmed at the 5th February hearing)

- The pursuit of this action simultaneously in two separate jurisdictions (despite knowledge, from the very beginning, by both, the Court and the LVT – and my requests to the Court for the action to be stayed) which has caused me added torment, anguish and distress since last December, emotions that were particularly heightened by receiving a notice of a Charging Order hearing in March which turned out to be for another resident (but nonetheless cost me several hundred pounds in surveyor fees, as well as many hours of my time)

¹² Letter from 'Steel Services' to Yemah Barlay, Nucleus, dated 14 November 2001

¹³ 'Steel Services' application to the LVT, dated 7 August 2002

Electricity

Needless to say that, to this day, MRJ has not complied with my five previous requests (which includes my letter to the Court of 23 June 2003 I handed to CKFT on 24 June 2003) to send me a copy of London Electricity invoices. Only one conclusion can be drawn from this: that their claim that what they are charging me "...is the figure that is charged by London Electricity" is not true.

Nor have they sent me the invoices I requested. (As can be seen in their original claim against me filed in the Court in December – and my defence against the claims - MRJ's records are chaotic).

So, this is another false claim made against me in the Court.

As stated in my 15 July 2003 letter to the Court, I have an impeccable track-record and these people are dragging my name through the courts by making false claims against me. This is defamation of my name and of my character.

I have grave concerns that proof of payment for the works by other lessees has not been provided

As per my rights under the Landlord and Tenant Act 1987, I requested from MRJ a copy of the statements issued by the bank(s)/ building society(ies) in which the trust fund is held for the period starting December 2002. I requested these on 23 May 2003, 1st June 2003 – and on 24 June 2003 (by giving a copy of my 23 June 2003 letter to the Court on 24 June to CKFT in which I highlighted the fact that my request had still not been complied with). To date, I have not received anything.

Before I part with a significant sum of money - (1) as and when the decision by the LVT is implemented (2) **and as per the terms of my lease** - I want reassurances given that false statement/s about the number of flats for which payment had been received were made by:

- Mr Brian Gale in his 24 February 2003 report 'Expert report' to the LVT (see attached ¹⁴, as well as my reply which was handed to the LVT by my Counsel on 28 April 2003 ¹⁵). He states:

- 1) Section 2 – Chronology of Events, point 2.09 "...4 of the 5 objecting Respondents who attended the pre-trial review on 29 October 2002 were now not objecting any further and had agreed to pay, or had paid..." (NB: Respondent number four on the Court's list (issued in December 2002) who owns flat 10 and 11 is one of the lessees who attended the 29 October 2002 pre-trial hearing. Respondent number one was also in attendance)
- 2) Section 5 – point 5.02 "It would therefore appear ... that only one lone tenant continues to make any representation or objection of the 35 tenants"

(NB: What is Mr Gale's role in relation to Jefferson House that allows him to make this kind of statements? (He sent his 20 December 2001 submission for undertaking the condition survey for the block to "Steel Services Limited, The Office, Jefferson House"¹⁶ (As did another firm, Knight Frank). There is not an office at Jefferson House and the lease does not allow the use of the building for commercial purposes. Why did not he send his letter to MRJ? MRJ are positioned as the firm managing the building – and the contract – for which they intend to charge residents an 11% management fee on the global sum. Also, by what means was Mr Gale's letter sent? His letter - to the Jefferson House address – is dated 20 December 2002; that from MRJ to residents is dated 21 December 2002)

- Mr Andrew Ladsky at the LVT hearing on 28 April 2003, when he stated that "31 or 32 of the 35 tenants have paid their contribution" (this is captured on page 8 of the LVT's report – a page I copied to the Court in my correspondence of 23 June 2003). (I base my conclusion of a 'false

¹⁴ 'Expert Report/ Proof of evidence, prepared by Brian Gale, in response to the Respondent's surveyor expert report prepared by Mr T Brock' and dated 24 February 2003

¹⁵ My reply to Mr Gale' statement in Section 2 and Section 5 of 24 February 2003 'Expert report/Proof of evidence'

¹⁶ First page of 21 December 2001 letter from Ms Hathaway and of Mr Brian Gale Associates letter dated 20 December 2001

statement' on the fact that the document handed to me and the Court by CKFT on 24 June 2003, on MRJ's headed paper, lists a total of 6 flats).

Given these factors, I therefore wish to know: What sums have been paid in the trustee account(s)? When were these sums paid? i.e. I wish to have copy of the statements for the period since December 2002. (I am happy to pay for a reasonable photocopying charge for these statements).

Why have these statements not been provided? What does the Claimant have to hide?

I would therefore appreciate your Court's assistance in compelling the Claimant to comply with my legitimate requests.

Yours sincerely



N K-Dit-Rawé

cc. CKFT – Copy of letter + Letter from Mr Tim Brock, LSM Partners, dated 31 July 2003 + 'Steel Services' letter to Nucleus, dated 14 November 2001)

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Ms N-K-Dit-Rawé's supporting documents to her letter to District Judge Wright, dated 9 August 2003 (No WL203 537 - Steel Services Limited)

- 1 17 July 2003 letter from CKFT addressed to me
- 2 Letter from CKFT to District Judge Wright, dated 17 July 2003
- 3 Letter from CKFT to 'The Chairman, Leasehold Valuation Tribunal', dated 17 July 2003
- 4 Letter from CKFT to 'The Chairman, Leasehold Valuation Tribunal', dated 21 July 2003
- 5 A 22 page document, "Part III" of the specifications for the works with "Revised price" written as a heading
- 6 Decision by the LVT, Ref LVT/SC/007/120/02, dated 17 June 2003
- 7 Letter from Tim Brock, LSM Partners, dated 31 July 2003
- 8 21 July 2003 reply from LVT to CKFT (attached to 24 July 2003 letter from CKFT to me)
- 9 CKFT letter to me dated 24 July 2003
- 10 Draft Order, handed by CKFT in Court on 24 June 2003
- 11 Percentage contribution towards service charges for each of the 35 flats
- 12 Letter from 'Steel Services' to [REDACTED], Nucleus, dated 14 November 2001
- 13 Steel Services' application to the LVT, dated 7 August 2002
- 14 "Expert Report/ Proof of evidence, prepared by Brian Gale, in response to the Respondent's surveyor expert report prepared by Mr T Brock"
- 15 My reply to Mr Gale' statements in Section 2 and Section 5 of 24 February 2003 'Expert report/Proof of evidence'
- 16 First page of 21 December 2001 letter from Ms Hathaway and of Mr Brian Gale Associates letter dated 20 December 2001