

Leasehold Valuation Tribunal Hearing: 13 – 14 March 2003

Reference LVT/SC/007/120/02
Panel Mrs J.S.L. Goulden, Chair
Mr J.R. Humphrys
Dr A.M. Fox
Claimant Steel Services Limited
Respondent Ms N K-Dit-Rawé, Flat 3 Jefferson House
Date 13 March 2003

Context and objective of this document

In its instructions dated 6 February 2003, the Leasehold Valuation Tribunal requested that:

- Mr Timothy Brock, Senior Building Surveyor of LSM Partners acting for Ms N K-Dit-Rawé, identifies the matters in dispute in relation to the landlord's proposed works to the premises known as Jefferson House and sends his report to Mr Brian Gale by 24 February 2003.
- Mr Gale replies to Mr Brock's report by 7 March 2003.

In his reply, Mr Gale included a separate section on 'Chronology of events' (section 2). For the record, Ms N K-Dit-Rawé wishes to have the response to Mr Gale's comments on file.

Mr Gale's report - Section 2 – Chronology of events

- 2.03 We wish to point out that the West London County Court action undertaken by the landlord in December 2002 lists a total of eleven residents, including Ms N K-Dit-Rawé. These eleven residents represent 14 flats and account for £320,000 of the global sum demanded for the major works. Therefore, the statement that "...only the 5 attending as respondents had indicated any objection to payment of the service charge, reasonableness of the works or their cost" is incorrect.
- 2.04 On the 5th of February 2003 the Leasehold Valuation Tribunal concluded that Ms N K-Dit-Rawé had not been provided with a priced copy of the tender by Killby and Gayford.
- 2.07 In her reply of 12 November 2002 to Martin Russell Jones' invitation to attend a
2.08 residents meeting on 14 November 2002, Ms N K-Dit-Rawé stated:
- *"Given that the LVT has given the lessees until 26 November to formally communicate to the Tribunal "each item of the proposed work that is in dispute, stating fully the reasons for each disputed item", as well as our "information requirements", I consequently view this meeting as premature – and will not therefore attend.*
 - *Once everybody has had the chance to respond – as per the above – I will then be happy to meet to discuss i.e. after 26 November. This is in line with Point 2 of the directions sent by the Tribunal: "The applicants will send a response identifying those issues now agreed and those still in dispute to the respondents and a copy to the Tribunal by 17 December".*
- 2.09 Referring again to the West London County Court action in December 2002, the statement that "...4 of the 5 objecting Respondents who attended the Pre-Trial Review on the 29th of October 2002 were now not objecting any further and had

agreed to pay, or had paid...” is incorrect.

To this, we would also add information obtained by phone on 12 March 2003 from West London County Court. Namely, that in the last few days, the West London County Court has ordered two of the residents listed on the December action to pay the service charge for the major works.

2.10 The response to the first sentence is as per 2.04 above.

The report, dated 13 December 2002 arrived at Ms N K-Dit-Rawé’s home after the 18th of December – and hence, after the 17 December deadline set by the LVT. The stamp was not franked.

In relation to the last sentence, we would like to point out that Ms N K-Dit-Rawé stressed she had not received a priced document on six occasions:

1. Her letter to Martin Russell Jones, dated 11 August 2002: *“...I require the following before I can agree to your demand....A copy – without charge – of the schedule of the building works as duly priced by the firm of Killby & Gayford – as the copy left with the porter has not been duly priced”*
2. Her letter of 16 September 2002 to Martin Russell Jones: *“Therefore, other than a lump sum, you have not provided me with any cost information justifying your demand for £14,400.19”*
3. Her letter to Cawdery Kaye Fireman & Taylor (CKFT) dated 17 October 2002: *“... As stated in my (recorded delivery) letters of 11 August 2002 and 16 September 2002 to Martin Russell Jones (attached) I require additional information before I can agree to the demand...”*
4. Her letter to the LVT of 26 November 2002 (copied to Martin Russell Jones): *“1.1 It is impossible for me to answer your question “the reply must list each item of the proposed work that is in dispute, stating fully the reasons for each item disputed” – as, other than the lump sum of £736,206.09 (from which my share of £14,400.19 has been calculated) I have not been provided with any information whatsoever on the nature of the works to be carried out for this amount. Hence, I am unable to ascertain what the works are and the costs and hence, the reasonableness of the costs”* (Note: We agreed on the 5th of February 2003 that this sentence was confusing as Ms N K-Dit-Rawé had seen the schedule of condition and hence knew the nature of the works to be carried out. The point to note is that she was again stressing that she had not seen a priced document).
5. Her letter to the LVT of 18 December 2002: *“Please note that at the date of writing, I have not received any of the items I requested in my submission to your Tribunal of 26 November”*
6. Her letter to the LVT of 12 January 2003 (copied to Martin Russell Jones): *“None of the documents furnished by MRJ to date contains detailed third-party costings (i.e. on a remedy-by-remedy basis, in the format of the schedule of condition) that would enable an independent assessment of the reasonableness of the costs associated with each remedy and, thus, of the total charges to be paid”*

2.11 In light of the evidence put forward by Counsel acting for Ms N K-Dit-Rawé, in particular, the above correspondence from Ms N K-Dit-Rawé, Mrs J.S.L. Goulden, Chair, stated that the adjournment for the hearing was *“granted in the interest of justice”*.

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