

These calculations on the amount of the service charge - per flat - for the major works at Jefferson House **are based on**

- (1) The list of percentages for the 35 flats attached with the 7 August 2002 application to the LVT (filed by Ms Hathaway, MRJ) (see attached)
- (2) The 24.19% reduction allocated to **six flats** - as detailed in MRJ's "Major Works apportionment 24th June 2002 revised" given to me by **Mr Lanny Silverstone**, CKFT, in West London County Court at the 24 June 2003 hearing
- (3) Another schedule (also headed "Major Works apportionment 24th June 2002 revised") - **covering all 35 flats** - attached by **Ms Ayesha Salim**, CKFT, to her 6 August 2003 application to West London County Court for "summary judgement" - for the 26 August 2003 WLCC hearing. With this, the SAME schedule for **6 flats**, supplied at the 24 June 2003 hearing, was also included (see attached)
- (4) The sum claimed for each of the 14 flats included on the claim

1	2	3	4	5	6	7	8	9	10		
Flat #	% share of costs	Original sum demanded in July 2002	MRJ "Revised" amount at 26 Aug 03	Difference (#3 less #4)	% reduction (#5 as % of #3)	From a/cs - Contrib. at 31 Dec 02 (1)	From a/cs - Contrib. at 31 Dec 03 (1)	TOTAL PAID (#7 plus #8)	Amount outstanding relative to original demand (#3 less #9)	Position at 31 Dec 03 (17 months after 15 Jul 02 demand, and 13 months after 29 Nov 02 WLCC claim)	Total paid less "revised" amount at 26 Aug 03 (#9 less #4) +ve = overpayment
1	3.767	27,733	21,025	6,708	24.19		0	0	27,733	NO PAYMENT	n/a
2	1.956	14,400	10,917	3,483	24.19	14,400		14,400	0	Paid in full	3,483
3	1.956	14,400	10,917	3,483	24.19		2,255	2,255	12,145	(My flat) Part payment	-8,662
4	2.124	15,637	11,855	3,782	24.19		15,637	15,637	0	Paid in full	3,782
5	1.780	13,105	9,935	3,170	24.19		0	0	13,105	NO PAYMENT	n/a
6	1.780	13,105	9,935	3,170	24.19	13,092	12	13,104	1	Paid in full	3,169
7	2.283	16,808	12,742	4,065	24.19		0	0	16,808	NO PAYMENT	n/a
8	2.124	15,637	11,855	3,782	24.19	15,637		15,637	0	Paid in full	3,782
9	2.124	15,637	11,855	3,782	24.19	15,637		15,637	0	Paid in full	3,782
10	2.124	15,637	11,855	3,782	24.19	8,000	7,637	15,637	0	Paid in full	3,782
11	1.956	14,400	10,917	3,483	24.19	8,000	6,400	14,400	0	Paid in full	3,483
12	2.124	15,637	11,855	3,782	24.19	15,637		15,637	0	Paid in full	3,782
13	2.124	15,637	11,855	3,782	24.19		8,662	8,662	6,975	Part payment	-3,193
14	1.956	14,400	10,917	3,483	24.19	14,400		14,400	0	Paid in full	3,483
15	2.283	16,808	12,742	4,065	24.19	16,808		16,808	0	Paid in full	4,066
16	2.283	16,808	12,742	4,065	24.19	16,808		16,808	0	Paid in full	4,066
17	2.187	16,102	12,207	3,895	24.19	16,101		16,101	1	Paid in full	3,894
18	2.283	16,808	12,742	4,065	24.19	16,808		16,808	0	Paid in full	4,066

1	2	3	4	5	6	7	8	9	10		
Flat #	% share of costs	Original sum demanded in July 2002	MRJ "Revised" amount at 26 Aug 03	Difference (#3 less #4)	% reduction (#5 as % of #3)	From a/cs - Contrib. at 31 Dec 02 (1)	From a/cs - Contrib. at 31 Dec 03 (1)	TOTAL PAID (#7 plus #8)	Amount outstanding relative to original demand (#3 less #9)	Position at 31 Dec 03 (17 months after 15 Jul 02 demand, and 13 months after 29 Nov 02 WLCC claim)	Total paid less "revised" amount at 26 Aug 03 (#9 less #4) +ve = overpayment
19	2.124	15,637	11,855	3,782	24.19	15,637		15,637	0	Paid in full	3,782
20	2.124	15,637	11,855	3,782	24.19		11,855	11,855	3,782	Part payment	0
21	2.124	15,637	11,855	3,782	24.19		0	0	15,637	NO PAYMENT	n/a
22	1.956	14,400	10,917	3,483	24.19		14,400	14,400	0	Paid in full	3,483
23	1.956	14,400	10,917	3,483	24.19		14,400	14,400	0	Paid in full	3,483
24	1.956	14,400	10,917	3,483	24.19	14,400		14,400	0	Paid in full	3,483
25	1.956	14,400	10,917	3,483	24.19		14,400	14,400	0	Paid in full	3,483
26	2.283	16,808	12,742	4,065	24.19	16,808		16,808	0	Paid in full	4,066
27	1.956	14,400	10,917	3,483	24.19	14,400		14,400	0	Paid in full	3,483
28	1.956	14,400	10,917	3,483	24.19		15,254	15,254	-854	Paid in full	4,337
29	2.124	15,637	11,855	3,782	24.19	15,637		15,637	0	Paid in full	3,782
30	2.124	15,637	11,855	3,782	24.19	15,637		15,637	0	Paid in full	3,782
31	2.124	15,637	11,855	3,782	24.19	15,637		15,637	0	Paid in full	3,782
32	8.757	64,470	48,877	15,593	24.19		64,470	64,470	0	Paid in full	15,593
33	8.422	62,003	47,007	14,997	24.19		47,007	47,007	14,996	Large part payment	0
34	9.252	68,120	51,639	16,481	24.19		0	0	68,120	NO PAYMENT	n/a
35	7.592	55,895	42,374	13,521	24.19		0	0	55,895	NO PAYMENT	n/a
TOTAL	100.000	736,217	558,143	178,074		279,484	222,389	501,873	234,344		93,301

Key Coloured row indicates flat listed on the 29 November 2002, West London County Court claim

(1) Supplied to me by the Institute of Chartered Accountants in England & Wales with its 29 August 2006 letter

Sum demanded by Ms Hathaway, Martin Russell Jones, in her 15 July 2002 letter

This sum was the basis of the LVT hearings resulting in the 17 June 2003 determination

AND, as the LVT determination was NOT implemented: the sum payable by EACH leaseholder should have been CAPPED at £250 = a c.£500,000 FRAUD
See My Diary 6 May 08

This 24.19% reduction falls very far short of the 17 June 2003 determination which was:

- 23%, or £169,500 (US\$299,00) disallowed because "improvements"
- 25.6%, or £144,745 (US\$255,200) no determination due to "lack of specification" – hence, cannot charge
- 19.3%, or £142,000 (US\$250,000) - the contingency fund for which the tribunal held the view that *the lease makes it clear that it was intended for this type of works*. However, the tribunal has no jurisdiction to enforce the use of the fund

Using the full amount of the contingency fund, leaves a sum that can be charged of **£235,947** (US\$416,000) – or 32% of the original sum demanded.

In other words, £500,000 (US\$882,000) of the global sum demanded was not considered reasonable.