

Mr John Hutchings
Tenancy Relations Officer
Housing and Social Services
The Town Hall
Hornton Street
London W8 7NX

Ms Noëlle Rawé
3 Jefferson House
11 Basil Street
London SW3 1AX

(By Special Delivery)

11 November 2004

cc.

Mr Jerry White, Local Government Ombudsman (including enclosures)
Mr Gerald Wild, Chief Housing Officer
Councillor Shireen Ritchie
Derek Myers, Chief Executive
Jean Daintith, Executive Director of Housing and Social Services
Gifty Edila, Director of Law and Administration

Dear Mr Hutchings

Getting Steel Services-Martin Russell Jones to comply with my statutory rights under Section 21 of the Landlord & Tenant Act 1985 by supplying me with the 2002 and 2003 year-end accounts for Jefferson House

This is my reply to your letter of 25 October 2004 in which you requested that I send you the following:

1. A copy of my lease
2. A full copy of the decision by the LVT in 2002
3. Copies of the pleadings
4. Copy of the final order
5. Final hearing date at Wandsworth County Court
6. Copy of written requests for a summary of the relevant costs under s.21 (1)
7. Proof of service of those requests.

On Monday 1 November 2004 I sent an email to Ms Carretas, Housing Department, asking her to inform you that I had only collected your letter (and that of Mr Wild) on Saturday 30 October and that, given the extensive amount of explanation and photocopying that your request required, it would take me a few days to compile a response (bearing in mind that I can only do this in my spare time) ¹ (I am also attaching my reply to Mr Gerald Wild ²)

I am totally baffled by your request to send you items 2, 3, 4 and 5 given that the assistance I have requested on numerous occasions from the Housing Department over the last 5 months relates to **my statutory rights to be supplied with a copy of the year-end accounts for Jefferson House – certified by an accountant.**

Nonetheless, I am complying with your request.

In relation to three of your requests, I am unclear as to what you are referring to:

- 3. "*Copies of the pleadings*" - I have made an assumption that you are referring to:

¹ My email of 1 November 2004, 9:58, to Ms Carretas and her reply of 2 November 2004

² My letter to Mr Gerald Wild, dated 11 November 2004

- (1) Steel Services' application to the LVT, dated 7 August 2002³
 - (2) its claim in West London County Court, dated 29 November 2002. I previously sent you the front page, I now attach the details of the claim⁴
 - (2) its surveyor's report "*Proof of Evidence of Landlord's Expert Witness (Surveyor) Brian Gale*" to the LVT, dated 13 December 2002⁵
 - (3) its surveyor's "*Expert report/Proof of evidence*" report to the LVT, dated 24 February 2003⁶
 - (4) my surveyor, Mr Tim Brock, LSM Partners, "*Expert Witness*" report, also to the LVT, dated February 2003⁷
 - (5) my surveyor's assessment of the 17 June 2003 LVT determination, dated 31 July 2003⁸
 - (6) my surveyor's assessment of Steel Services' offer to me of 21 October 2003, dated 28 October 2003⁹
- 6. "*Copy of written requests for a summary of the relevant costs under s.21 (1)*"

I am assuming you are referring to my requests to the landlord and managing agents for a copy of the year-end accounts – certified by an accountant. In my 6 June 2004 letter addressed to Mr McDougall – which was forwarded to you – I wrote: "*I am attaching the letter I sent to Martin Russell Jones on 19 May 2004 (to which I have not received a reply) as it details the history of my requests for this information*". I am therefore assuming that what you now want is a copy of these other letters. (see relevant section in this document)

- 7. "*Proof of service of those requests*"

I am unclear as to what you mean by this. Are you making the assumption that prior to 2002 I only received the year-end accounts – certified by an accountant - following making a specific request? If so, this is not the case as, since becoming a lessee 18 years ago i.e. in 1986 I was, until 2001, automatically (although past the statutory deadline) sent a copy of the year-end accounts – in compliance with the terms of my lease – in order to justify the service charge demanded.

In the context of explaining this latter point in this document, I have attached a copy of the 2001 and 2000 accounts.

In the following I refer to numerous other documents, many of which I have attached a copy. All the enclosures are compiled in date order. There is a list of these documents as a covering sheet to the enclosures. On this, I have also indicated documents I previously supplied you with.

Some of these documents are letters from Residents and/or their advisors. To respect their privacy, I have blocked out their name.

IMPORTANT NOTE: I have also blocked out the name of Residents on other documents such as those issued by CKFT and Ms Joan Doreen Hathaway to the courts (West London County Court and Wandsworth County Court) as they contain defamatory statements (thereby amounting to an offence under the Defamation Act 1996). Many other documents from CKFT, Ms Hathaway, Mr Barry Martin and

³ Steel Services application to the LVT, dated 7 August 2002

⁴ Steel Services claim against 11 residents, filed in West London County Court on 29 November 2002

⁵ Mr Brian Gale's "*Proof of Evidence of Landlord's Expert Witness (Surveyor) Brian Gale*" to the LVT, dated 13 December 2002

⁶ Mr Gale's "*Expert report/Proof of evidence*" report to the LVT, dated 24 February 2003, to the LVT

⁷ My surveyor, Mr Tim Brock, LSM Partners, report "*Expert Witness*" report, also to the LVT, dated February 2003

⁸ Mr Tim Brock, LSM Partners, assessment of the 17 June 2003 LVT determination, dated 31 July 2003

⁹ Mr Tim Brock, LSM Partners, assessment of Steel Services' offer to me of 21 October 2003, dated 28 October 2003

Mr Brian Gale also contain defamatory statements about me. I trust you will handle them with the appropriate care.

(NB: I wish to point out to you that **all the parties acting for the landlord, including Steel Services itself, have committed offences under the Defamation Act 1996** by originating, as well as disseminating to other residents at Jefferson House and, hence, the public at large, County Court documents and other documents with my name on them which contain defamatory statements). (Many of these offences have also been committed by these individuals in relation to other Residents).

1 1. 1. **COPY OF MY LEASE**

- 1 2. In 2002 I supplied a copy to Mr McDougall. Although you told me in June that you are going to retrieve my file, I attach another full copy ¹⁰

In my 17 December 2002 defence to Steel Services claim in West London County Court (Ref: WL 203 537) ¹¹, I stated that "*part of my lease is different from that provided to the County Court*". The lease supplied with the claim is, apparently, for flat 23 and the main difference is under Clause (2) (c) (i) :

Lease for (apparently) flat 23 ¹²:

"The amount of Service Charge payable by the Lessee for each financial year of the Lessor shall be a fair proportion (to be determined by and at the sole discretion of the Lessor) of 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"

My lease:

"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"

Whereas the Clause in the lease for (apparently) flat 23 is equivalent to saying: "*Give your cheque book to the lessor who will write himself a cheque for an amount of his choice*", mine is very different - (even though both leases were issued by Acrepost) ¹³ .

However, the Particulars of Claim lodged in West London County Court – and signed under a 'Statement of Truth' by Ms Joan Doreen Hathaway, Martin Russell Jones, managing agents for the block state: "*The Claimant attaches to these Particulars of Claim (i) a copy of the Lease of flat 23 which contains covenants in the same terms as all of the leases..*" ¹⁴

Subsequent to writing my defence to the County Court claim, I discovered that the lease provided to the LVT by MRJ – which is apparently for flat 22 - also contains, under Clause (2)(c)(i) the same terms as detailed above for flat 23 ¹⁵

The LVT application form requires "*... a specimen lease together with a statement specifying any relevant differences between respective flats, or confirming that they are all the same*". No statement was entered on the form (see Steel Services' 7 August 2002 application to the LVT).

¹⁰ Full copy of my lease, contract exchanged with Acrepost, 10 March 1986

- 1 3. Although the abuses that are allowed to take place under the appalling and globally unique leasehold system in this country no longer surprise me, I find it difficult to believe that anybody would agree to such terms. But, maybe they do... because they leave it up to solicitors to advise them.

However, whether or not the Residents concerned signed these terms, in practice, the allocation of service charge is based on a fixed percentage for each flat – and these percentages were provided by Steel Services-MRJ: (1) indirectly to the Court at the 24 June and 26 August 2003 hearings¹⁶; (2) as an attachment to the 7 August 2002 application to the LVT¹⁷.

Further evidence is provided in Ms Hathaway's letter to me of 30 August 2002 in which she stated: *"The amount demanded is as the terms of the lease. This is calculated by the accounts package on the computer and added to the other sums due. There is no separate list. Details of the percentages are included in the schedules to previous accounts. The sum demanded is based on the percentage of your lease, which is 1.956%. There are no works which are not strictly maintenance"*.¹⁸

As to the global sum for the works, it **has to be the same for all lessees**. Hence, **Steel Services cannot charge differentially, other than on the basis of individual lessees' fixed percentage share of the service charge**.

- 1 4. I wish to draw your attention to the following in my lease:

Clause 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..."*

(e) *"... the costs expenses and outgoings incurred by the lessor during the relevant financial year of the lessor shall be deemed to include not only the costs expenses and outgoings which have been actually disbursed incurred or made by the lessor during the relevant year... but also the sum or sums (hereinafter called the 'contingency payment) on account of any other costs expenses and outgoings (not being of an annually recurring nature) 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 (whether by way of amortization of costs expenses and outgoings already incurred or by way of provision for expected future costs expenses and outgoings) in the amount of the service charge for the relevant financial year"*

(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

¹¹ My 17 December 2002 defence to Steel Services West London County Court claim, ref: WL 203 537

¹² Extract from lease for (apparently) flat 23

¹³ Acrepost became Langhaven Holdings. A director of Langhaven Holdings was Mr Patrick May O'Connor who, until some further recent reshuffle in the 'visible' parties holding the headlease and freehold was referred to, on the Land Registry, in a *"Note on title for Leasehold: '1 June 2001 - RESTRICTION: ...pursuant to clause 6.7 of an Agreement dated 26 July 2001 made between (1) Steel Services Ltd (2) Canso Properties Ltd and (3) Patrick May O'Connor"*

¹⁴ Steel Services claim filed in West London County against 11 residents on 29 November 2002

¹⁵ Extract from lease (apparently) for flat 22 supplied by Ms Hathaway with the application to the LVT

¹⁶ Martin Russell Jones' 'Major works apportionment 24th June 2002 – 2 versions: one listing 6 flats, the second, 35 flats

¹⁷ List of service charge percentage share for all 35 flats at Jefferson House, included with Steel Services 7 August 2002 application to the LVT

¹⁸ Letter from Ms Hathaway to me, dated 30 August 2002

*set out in a way which shows how they are or will be reflected in the service charge"
"that in his opinion the said summary is sufficiently supported by accounts receipts and other documents which have been produced to him"
"that the sum specified as aforesaid represents the amount of the service charge payable by the lessee.."*

6 5. **6. COPY OF WRITTEN REQUESTS FOR A SUMMARY OF THE RELEVANT COSTS**
& **UNDER S.21 (1)**
7

7. PROOF OF SERVICE OF THOSE REQUESTS

6 8. In her 17 July 2002 invoice Ms Hathaway demanded that I pay £14,400.19 for the major works
& ¹⁹. As can be seen from the 2001 year-end accounts for Jefferson House – certified by an
7 accountant ²⁰, they **do not** include costs the lessor "*shall expect to incur at any time after the end of the relevant financial year... by way of provision for expected future costs expenses and outgoings...*" - and of course nor were they included in the 2000 year-end accounts ²¹

6 9. Steel Services / CKFT and MRJ have repeatedly ignored my requests for a copy of the 2002
& year-end accounts as I asked for these on:
7

- 9 October 2003 – My request to Ms Hathaway ²²
- 19 December 2003 – In my Notice of Acceptance sent to CKFT ²³
- 19 May 2004 – My request to Ms Hathaway (already supplied)
- 18 July 2004 – my request to Ms Hathaway ²⁴

To these must be added your 25 June 2004 letter to MRJ and CKFT.

Not only are Steel Services-MRJ in breach of the terms of my lease, they are also in breach of Section 21 (1) of the L&T Act 1985 – and are thus committing a criminal offence (Section 25 of the Act).

To date I have not received the year-end accounts for 2002 – which are now more than **17 months overdue** - nor for 2003 – which are more than **5 months overdue**. **Why not?** I can only conclude that the reason is because it will provide evidence in support of my position: Steel Services' service charge demand for the works is in breach of the terms of my lease.

2 10. **2. FULL COPY OF THE DECISION BY THE LVT**

I attach a full copy of the determination, dated 17 June 2004, Ref: LVT/SC/007/120/02 ²⁵

2 11. My lease also states – under Clause (2) (b) – "*The lessor will use its best endeavours to maintain the annual service charge at the lowest reasonable figure consistent with due performance and observations herein*". As can be seen from the following, this has most definitely not been the case.

2 12. Please see how the LVT defined its role under Point 45 of its 17 June 2003 determination:

"The question for the Tribunal is not solely whether costs are reasonable, but whether they would be reasonably incurred, that is to

¹⁹ Invoice of £14,400.19 sent to me by Ms Hathaway, dated 17 July 2002

²⁰ Copy of the year-end 2001 accounts for Jefferson House (sent to me by Martin Russell Jones)

²¹ 2000 year-end accounts for Jefferson House

²² My 9 October 2003 letter to Ms Hathaway

²³ My Notice of Acceptance to CKFT, dated 19 December 2003

²⁴ My letter to Ms Hathaway, dated 18 July 2004

²⁵ Full copy of the LVT determination, dated 17 June 2003 (Ref LVT/SC/007/120/02)

say whether the action to be taken in incurring the costs and the amount of those costs would both be reasonable”.

- 2 13. As
- the LVT has not included a summary of its determination and, in particular, of its impact on the global sum demanded by Steel Services (and Ms Sioban McGrath, Head LVT, has dismissed my several requests to include one on the grounds “*that it would be re-opening a decision*”. (It is not, it is about finishing an incomplete report. Of course, having a summary would be helpful to the other Residents in challenging Steel Services’ demand)
 - I attach the assessment of the LVT report by my surveyor, Mr Brock, LSM Partners dated 31 July 2003²⁶
 - I include below a summary I have developed combining the main findings from my surveyor report (of 31 July 2003) and the LVT report (of 17 June 2003)
- 2 14. **The global sum demanded was full of estimates. These were due to the very badly drawn-up / vague specifications by Mr Brian Gale.** (His surveying skills have been put into question in the past, as evidenced by the High Court case David Ross Campbell Wallace, Carole Louise Wallace vs. Brian Gale & Associates, 1994 – 1997 in which Mr & Mrs Wallace claimed damages from Brian Gale Associates for negligence in surveying. Among others, events surrounding the case do not bode well for the works at Jefferson House)

I will demonstrate this by quoting from my surveyor, Mr Brock’s Expert Witness report, dated February 2003 (attached) and the LVT determination, dated 17 June 2003

My surveyor’s overall assessment :

6.3 - *“The total value of provisional sums inserted by the contractor represents some 74% of the cost of those items where the contractor has inserted firm prices. This suggests there is a lack of clarity with the specification leaving the contractor to form his own opinion of the likely cost and subsequently leaving the final cost to be decided at a later date under a non-competitive situation”*

“Typical cost variation between tenders (providing the contractors are competent) should not exceed 30% if they understand the nature of the works and have sufficient time to price the document. Martin Hall Construction Ltd’s submission, albeit verbal, was over 100% greater than Killby & Gayford’s original tender submission. This discrepancy is further exacerbated when one bears in mind the high level of “fixed” contingency and provisional sum figures which is similar for all contractors”.

6.4 – *“The term “replace where necessary” has been used extensively in the document and is virtually unpriceable as the term is arbitrary”*

6.28 – *“There is nothing in the specification to control the expenditure of provisional sums, both those inserted in the main document (£110,000.00) and also additional items included by the contractor. In my experience, without suitable control procedures in place, these figures are in most cases fully expended by the contractor”.*

- 2 15. **LVT’s overall assessment:**

44 – *“The reports prepared on behalf of the Applicant and provided to the Tribunal were, in the words of Mr Jones, “a wish list” for refurbishment of the subject property to a high standard. They do not seem to have been prepared on behalf of the Applicant having regard to its rights and responsibilities under the lease...The Tribunal would normally expect alternative proposals to be costed and produced, in order to make a proper and considered judgement of the best way forward to meet the obligations of both the landlord and the tenants”*

46 – *“In this case the Tribunal was frustrated by the lack of detail in the specification and in Mr Gale’s evidence. Works were not clearly identified, were not measured where they clearly could*

²⁶ Assessment of the 17 June 2003 LVT determination by Mr Brock, LSM Partners

have been, and there was some element of duplication. Some items were not specified at all, e.g. the types and capacity of the boilers”

- 2 16. There are numerous instances where the lack of proper specification led to an estimate of costs, one of the most notable is the ‘**services’ section** – for which, with the addition of VAT and management fee the total sum demanded was over **£200,000**.

My surveyor

6.13 – “The services section of the works under the specification (Section 16.0) does not represent a “quantitative” breakdown of items of works that contractors are able to cost on a like for like basis”.

6.16 - “Budget prices for the specified works (Mechanical/electrical and lift works) were submitted to all contractors in the form of engineer's reports. This is not normal procedure and should not have included costs. Each contractor should have sufficient information and detail in the specification and schedule of works to price the works – i.e. a full specification for repairs and replacement should have been prepared”.

6.17- “It must be noted that all the service works which have been based on the service engineer's report have been done so on a purely “visual” basis. It is not possible to determine disrepair unless all these elements are tested and subsequent replacement fully scheduled”.

- 2 17. **LVT**

16.07 – “It would appear to the Tribunal from the above, and the evidence given by Mr Jones, that **his instructions were obviously client led rather than an independent opinion**... There was no evidence, save for the complaints from the owner of the top floor flats, flat 34 and 35, that the boilers were failing regularly. Indeed, in evidence, Mr Jones confirmed that they were working, were being maintained and were not defective at present... **The specification is considered inadequate in that it is vague and lacked specific detail** e.g. the provision to “remove and replace with new the boiler plant and all associated pipework”. It is noted that initially, **there was no breakdown of the specification until 7 March 2003** when Mr Gale responded to Mr Brock's report of 24 February 2003. Mr Gale accepted during the hearing that there had been no boiler specification in the tender document”

(The sum demanded for the boiler was £89,824.00. Therefore, with the addition of VAT and management fees the intention was to charge residents the sum of **£117,153**)

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

16.07 - “In the circumstances, the **Tribunal does not consider that it has sufficient information to make a proper judgement and therefore makes no determination** in respect of the **boilers**... This is an area which, in the Tribunal's view, alternatives and costings should have been explored”

19 & 20 – “Mr Jones, C Eng MCI Bsc of Michael Jones & Associates, Engineering consultants.... said that his instructions had been to prepare a report on the work which needed to be carried out. He said that a lift survey had been carried by a specialist, John Bashford. He said that **the report on the condition at the time had been ‘a wish list’**”

16.07 – “**The Tribunal does not consider that Mr Jones' report is sufficient**, having regard to the reason why it was commissioned. In evidence, Mr Gale said “Michael Jones will be asked to provide specifics on design where unclear now and ensure that they are fit for the purpose”, which indicates that Mr Gale accepts that there is some lack of clarity on this issue”

16.07 – “The recommendation of J Bashford and Associates... to prepare a specification and drawings appeared to have been ignored by Mr Gale in his own specification since it refers in

16.26 to “the contractor is to (with full regard to J Bashford & Associates recommendation in the service engineer’s report) allow to carry out a major refurbishment and replacement of the lift shaft and associated equipment, supplies and decorations”. The **specification prepared by Mr Gale is therefore insufficiently detailed** to allow for a quotation for this work, and he conceded during the hearing that there may have been an element of duplication. **Further, no proper explanation has been given for the increase from £27,300 to £60,000 over a matter of months..... the Tribunal is unable to make a determination on the specification, since it is considered inadequate.** (My Counsel agreed on the sum of £27,300 for the lift)

36 – “The original tender dated 2002 showed a fixed sum of £27,300 in respect of the lift installation. **Mr Gale conceded that there may have been an element of duplication in the specifications for the lift**”

- 2 18. Other examples from my surveyor’s report and LVT determination of lack of specifications / excessive estimates / duplication of costs:

My surveyor

6.6 – “Item 12.01 refers to the refurbishing of **windows** which has a lump sum price of £17,634.30 inserted. Later in the same item a provisional sum of £10,000.00 is allowed for repairs. The first should be broken down to show there is no duplication within the figure for this provisional sum and **both figures seem excessive**”

6.11 – “The tender documents refer to a **drainage** report, although a copy of this document has not been seen. Notwithstanding this a provisional sum figure of **£15,000.00** has been included in the document., which is **considered excessive**”

- 2 19. **LVT**

42 – “**Mr Gale** was questioned on the **provision of £20,000** in the specification in respect of the **porter’s desk**... He also accepted that there could have been a fixed, rather than a provisional sum for this within the specification and said “it was a time factor really”. **He acknowledged “there is no specification yet”**

37 – “In respect of the provision for **downlighters Mr Gale said: I agree that there is latitude** for contractors **to fit 25 or 50 units**. We may have to tighten it up”

41 – “**Mr Gale accepted** that he had been “**upping the specification**” for the fire doors”.

- 2 20. **In addition to the lack specification, numerous items were also viewed by the LVT as ‘improvements’. It therefore determined that they could not be charged to the residents**

- 2 21. In total items considered by the LVT as improvements amounted to **£169,498** (£129,958 exc. VAT and fees). These included for example the porter’s area.

As the LVT stated in its report, under point 64: “...the Respondent and other tenants could not be forced to contribute in the case of improvements and / or works not determined as reasonable by the Tribunal”

- 2 22. Thus, the LVT endorsed my surveyor’s recommendation – stated in his conclusions: “I would recommend that the document is amended and re-tendered to an agreed schedule of works”

Thereby rejecting Mr Gale’s assertion in his “Expert Report / Evidence of Proof” report, dated 24 February 2003:

5.03 – “Even is there were any justification (which is robustly denied) in the Expert Report of Mr Brock on behalf of this Respondent, to the amendment, or re-tendering, to revise agreed Schedule of Works, it should be noted that this will have significant and unacceptable consequences, not only on the other tenants, but to all parties concerned”

2 23. **The contingency fund**

- 2 24. During the LVT hearing, my Counsel raised the contingency fund as an issue as Steel Services / MRJ had not used it as contribution towards the costs – and were refusing to do so. This is captured under point 34 of the LVT determination: *“The contingency fund was also a point in issue. The Tribunal was advised that it contained £140,977, and the Respondent submitted that this should be utilised, certainly in part, for the proposed works...”*

In the process of formulating an opinion, the LVT considered Clause 2 (2) (e) of the lease (captured under point 59 of the LVT report)

Under point 62 the LVT states: *“The Tribunal draws the parties’ attention to the RICS Code to which property managers should subscribe and abide by, as a matter of good practice. Section 10 of the Code covers reserve funds. A reserve fund is referred to as “a pool of money created to build-up sums which can be used to pay for large items of infrequent expenditure (such as the replacement of a lift or the recovering of a roof) and for major items which arise regularly (such as redecoration)”.*

While under point 63 it states – *“The wording of the clause relating to the contingency fund 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. Although the Tribunal has no power to order the Applicant to make payments from the contingency fund, the Tribunal considers it inequitable that this fund should not be used in part to fund the works, and cannot accept Mr Warwick’s (Steel Services) contention that to divest or reduce the contingency fund would be “wrong”.*

- 2 25. For 3 months after the publication of the LVT determination, I battled with CKFT to get the contingency fund to be used as contribution towards the cost. It refused. In its letter of 7 August 2003 (to Healys, a firm of solicitors temporarily registered as acting for me), it states:

“We recognise that there is a dispute with your client as to the extent to which, if at all, our client is obliged to utilise the reserve fund for the proposed works. The LVT of course made it quite clear that it could not order Steel Services to utilise those funds” ²⁷

- 2 26. I then remembered that Ms Hathaway had, in her 7 June 2001 letter to “All Lessees” stated the following:

*“At present, there is approximately £125,000.00 in the Reserve Fund, but in view of the scope of works required to be carried out it is anticipated that the sum will be inadequate to meet the costs. This means that once the Specifications have been prepared and estimates obtained, a Landlord & Tenant Act 1985 Notice will be served on you giving details of the **additional payment required from you...**”* ²⁸

- 2 27. As can be seen from Ms Hathaway’s letter dated 15 July 2002, she had changed her position as she stated: *“It is intended to maintain the existing reserve fund, in part, to cover any additional costs”*

- 2 28. Evidently, the fact that I had found Ms Hathaway’s letter of 7 June 2001 was communicated by my then solicitors, Piper Smith & Basham to CKFT as Steel Services’ ‘offer’ of 21 October 2003 states the full amount quoted at the LVT as contribution. (Given events, in all likelihood, Residents who did not have this letter will not have been able to argue the use of the fund as contribution towards the costs).

- 2 29. As captured in my summary (previously supplied with my 25 June 2004 letter to you), the impact of the LVT determination on the global sum demanded is as follows:

²⁷ CKFT letter to Healys, dated 7 August 2003

²⁸ Letter from Hathaway to "All Lessees", dated 7 June 2001

The total sum demanded by Steel Services was £736,206.08 (£564,467.00 exc. VAT and fees)

(1) Amount disallowed by the LVT because improvements = £169,497.72 (£129,958.00 exc. VAT and fees) - or 23% of the global sum demanded

(2) Amount for which the LVT could not make a determination due to lack of specification = £188,783.67 (£144,745.00 exc. VAT and fees) - or 25.6% of the global sum demanded

(3) A view supported by the LVT, considering the terms of the lease, as well as RICS best practice, that the reserve fund should be used as contribution = £141,977.00 – or 19.3% of the global sum demanded

Leaving an amount that can be charged of £235,946.56 – or 32% of the original sum demanded. In other words, £500,000.00 of the sum demanded was not considered as 'reasonable' by the LVT

My share: 1.956% of £235,946.56 = £4,615.11 (in my letter of 25 June 2004 I supplied you with my calculations of the impact of the LVT determination on my share of the costs) vs. the £14,400.19 that Steel Services was demanding of me –

and for which it filed a claim against me in West London County Court stating that:

[I] have failed to pay the service charges... that they are now due and owing from [me] to the Claimant"

And includes a 'Statement of Truth' signed by Joan Doreen Hathaway of Martin Russell Jones stating:

"The Claimant believes that the facts stated in this Claim Form are true"

2 30. I also captured part of this summary in my 11 August 2004 letter²⁹ to Mr Barry Martin, MRJ which was in reply to his defamatory and ludicrous statement contained in his letter to me of 4 August 2004, namely that: *"[I] refused to pay [my] contribution and this resulted in the proceedings before the LVT which of course resulted in the considerable delay in the commencement of the work"*³⁰

2 31. **What had Mr Brian Gale of Brian Gale & Associates and Ms Hathaway said about the specification (drawn-up by Mr Brian Gale)?**

Mr Brian Gale

In his 13 December 2002 *"Proof of Evidence of Landlord's Expert Witness (Surveyor) Brian Gale"* report addressed to the LVT³¹ under:

"3.01 - I confirm that the Specification and Tender Document prepared by BGA... did not contain any known enhancement or improvement works..."

3.04 - I confirm that, in my opinion, the extent of the works required is reasonable..."

In his *"Expert report/Proof of evidence"* report, dated 24 February 2003.³² Under:

²⁹ My letter to Mr Barry Martin, MRJ, dated 11 August 2004

³⁰ Letter from Mr Barry Martin to me, dated 4 August 2004

³¹ *"Proof of Evidence of Landlord's Expert Witness (Surveyor) Brian Gale"*, dated 13 December 2002

³² *"Expert report/Proof of evidence"* report by Mr Brian Gale, Brian Gale Associates, dated 24 February 2003.

5.03 – *"Even if there were any justification (which is robustly denied) in the Expert Report of Mr Brock on behalf of this Respondent, to the amendment, or re-tendering, to revise agreed Schedule of Works, it should be noted that this will have significant and unacceptable consequences, not only on the other tenants, but to all parties concerned"*

5.05 – *"The proposed process by Mr Brock of the amending and re-tendering procedure would be time consuming, expensive and entirely prejudicial to the majority of tenants who, as stated above, have paid or substantially paid, and in any event are in agreement with the scope and extent of the works"*

5.06 – *"In this respect, (and aside from professional fees incurred in the contentious Tribunal proceedings) any cost savings from the original tendering procedure will, undoubtedly, be more than absorbed by the continuing delays and efflux of time"*

5.07 – *"The effects of inflation and increased costs from the contractors will outweigh any advantages of trying to trim back the extent of proposed works to gain advantage of the present situation..... It should also be noted that any alterations (revision of tender and re-tendering etc) could well cost the tenants significantly more for no reason and for a less satisfactory finished product"*

5.12 – *"It is my honest opinion that any attempt to save a modest sum of money in the short term by curtailing the extent of the works or specification will, in the long term, be regretted. (The expression "penny wise – pound foolish" is entirely applicable in these circumstances, I believe)"*

5.14 – *"...Again, I confirm that it is my professional and honest opinion, that the works should proceed as tendered and priced..."*

Ms Joan Hathaway

In the 7 August 2002 application she filed on behalf of Steel Services, Ms Hathaway positioned the sum demanded for the works as *"reasonable"*

In her letter to me of 30 August 2002 Ms Hathaway stated: *"There are no works which are not strictly maintenance"* ³³

In the 29 November 2002 claim she filed on behalf of Steel Services in West London County Court she stated, under a 'Statement of Truth' *"The Claimant believes that the facts stated in this Claim Form are true"*

In the **'Mr Ladsky's style' letter** dated 16 December 2002 sent to me under the name of Ms Hathaway, there is the following statement: *"There is no intent to charge residents twice, nor have any documents been tampered with"* ³⁴

- 2 32. As pointed out by the LVT in its determination – under point 54:

"Assuming that, on a proper construction of the lease, the services in issue are covered by the charging clause, this does not mean that the landlord enjoys carte blanche to incur costs. In the Court of Appeal case of Finchbourne Ltd v Rodrigues (1976) 3 All ER 581, it was held that a term should be implied that the recoverable costs were to be "fair and reasonable". In rejecting the submission, Cairns LJ stated "it cannot be supposed that the (landlords) were entitled to be as extravagant as they chose in the standards of repair... in my opinion, the parties cannot have intended that the landlord should have an unfettered

³³ Letter from Ms Hathaway to me, dated 30 August 2002

³⁴ Letter to me sent under Ms Hathaway's name, dated 16 December 2002

discretion to adopt the highest conceivable standard and to charge the tenant with it"

- 2 33. To this I will add another case I have come across – In the Court of Appeal case of Holding & Management Ltd v. Property Holding & Investment Trust, the court was prepared to imply requirement of reasonableness in interpreting a covenant to do such work as the maintenance trustee 'shall consider necessary to maintain the building as a block of first class residential flats' and held that it did not give the landlord the right to effect unlimited improvements at the tenant's expense ³⁵

- 2 34. In my previous paragraph, above, I described the 16 December 2002 letter sent to me under the name of Ms Hathaway as a **'Mr Ladsky's style' letter.**

Comparing this letter with: (1) the 25 January 2001 letter sent to me (and other residents) by Mr Andrew David ³⁶; (2) the threatening letter sent by 'Steel Services' to Nucleus, the local Citizen Advice Bureau ³⁷ (3) the 2 January 2002 letter sent by 'Steel Services' to Resident A ³⁸ - they all display the most amazing similarity in style, layout and format suggesting that they are all from the same originator: Mr Andrew David Ladksy.

The attack on Resident A (who is an elderly gentleman) resulted from the fact that he had approached Nucleus for assistance in relation to service charges. Nucleus had suggested we appoint an arbitrator (as per the clause in the lease). Resident A paid the application fees and ended-up with his name on the application document.

Following on from this, Resident A received a letter from 'Steel Services', dated 2 January 2002 which, among others stated:

"The arbitration you have undertaken and which you have now suspended, or cancelled, has caused this company financial loss. Your appointment of an arbitrator where no dispute existed was inappropriate, frivolous and vexatious... This company has incurred legal fees amounting to £705... and surveyor fees of £881.. We require payment of the above amounts within fourteen days, failing which we shall take such appropriate steps as may be available to us, including issuing proceedings against you without further notice"

As Resident A was not paying the sum demanded, in a letter dated 28 January 2002, Porter and Jaskel, solicitors, demanded payment of £1,337.50, stating: *"We are instructed to inform you that unless we are in receipt of the aforementioned sum by 4.00 p.m. on 31 January next proceedings shall be issued against you to recover further notice"* ³⁹

Within less than a month, Resident A received a claim from Central London County Court for £1,532.50, dated 26 February 2002 ⁴⁰.

This claim was not justified, but his solicitor told him that it would cost as much as the sum demanded, if not more, to defend it so, he might as well pay.

The sena qua non of the 'Business Model of the Unscrupulous Landlord in 21st century GB', 'the costs', had worked! Landlord: £1,532.50 better off!

- 2 35. Based on my first-hand, horrendous nightmare experience now going into its 4th year (and which has totally ruined my life), I have gained very comprehensive knowledge,

³⁵ Landlord and Tenant Law, Margaret Wilkie & Godfrey Cole, 4th edition, Palgrave Law Masters

³⁶ Letter from Mr Andrew David Ladsky to me, dated 21 January 2001

³⁷ Letter from Steel Services to Nucleus, Citizen Advice Bureau, dated 14 November 2001

³⁸ Letter from Steel Services to Resident A, dated 2 January 2002

³⁹ Letter from Porter and Jaskel to Resident A, dated 28 January 2002

⁴⁰ Central London County Court claim from Steel Services, Freeholder, to Resident A, dated 26 February 2002

understanding and insights of the landlord-tenant sector.

Among others, this has led me to develop what I view as the business model in operation in landlord-tenant disputes in this country. (Including this explanation is relevant not only for my last point above, but also in the context of the conduct of West London County Court and Wandsworth County Court, the criticisms levelled at me by CKFT – all of which are included under #3, below, COPIES OF THE PLEADINGS)

I have called this model the **'Business Model of the Unscrupulous Landlord in 21st century GB'**. The *senza qua non* of this model is the *'the costs'*. Invocation of *'the costs'* is the arm *'par excellence'* wielded about at every opportunity to make lessees pay an amount of money not due and payable. And everybody jumps on the bandwagon, repeatedly brandishing *'the costs'* in the lessees' face, in the process, putting the blame on the lessees for creating the situation and therefore the onus on them for ending it... by paying!

Indeed, once everybody has become quite fat one way or another at the expense of the lessee, and/or the situation is beginning to look uncomfortable for the landlord, and/or perhaps the professional adviser cannot be bothered / is scared to challenge the other side / [???????], this is the time at which the strategic arm, the invocation of *'the costs,'* kicks in – along the following lines: *"Come on Dear, it doesn't make any sense. Look at all the money you've spent so far fighting this. Compare that to the size of the claim. Best you settle Dear. Make a commercial decision. Settle the claim / accept the Landlord's offer"*. (And, in the process, *'fill-up the coffers of the landlord!' He can then run along and do exactly the same thing with another lessee, and another, and another, and another..... The more times he does it, the more money he gets to beat other lessees into submission).*

Examples of evidence in support of my model:

(1) When, at the 24 June 2003 court hearing I told Mr Silverstone of CKFT that I found it absolutely outrageous that the Court had been instrumental in making some Residents pay an amount of money not due and payable, his reply was: *"They made a commercial decision"*

(2) Resident C who wrote to the LVT on 20 October 2002: *"I paid a portion, approximately 17,000 pounds, not of my own free will, but because I felt intimidated and threatened. It may appear that the persons who paid all or portion of the assessment are accepting of the assessment and proposal from Steel Services and MRJ as fair. Not so in my case, it is out of fear. Steel Services and MRJ will take legal action if I do not comply. Living outside the UK makes it virtually impossible to allow oneself to become involved in lawsuit... Further, the legal fees may exceed the amount of the assessment"* ⁴¹ (NB: This Resident nonetheless ended-up being listed on the West London County Court claim).

And, as I will demonstrate later under *'Copy of the Pleadings'* section - (also based on my own first-hand experience in West London County Court) (and a first ever experience of courts in my life) - Once the false claim has been filed against them in court, lessees soon realise that the odds are against them: neither their defence, nor other document proving that the claim against them is false – as well as the fact that the claim cannot be pursued – are taken any no notice of by the court.

Hence, lessees very quickly realise that they are left totally on their own to fight it out with the landlord. Applications by the landlord for hearings are automatically granted (at great speed) regardless of their merit. And of course, the more hearings take place, the greater the amount of money spent by the lessees on professional fees and therefore the greater the likelihood that the lessees will *'give up and pay'*. I view this *'working the system'* as another key step in the *'Business Model of the Unscrupulous Landlord in 21st GB'*.

- 2 36. **It is also important to highlight previous events (i.e pre the service charge demand of 17 July 2002) connected with the major works and, in particular, other actions by Mr**

⁴¹ Email from Resident C to the LVT, dated 20 October 2002

Andrew David Ladsky

- 2 37. I was a member of the Residents Association Committee headed by Resident H. This Resident suffered so much harassment and intimidation from Mr Ladsky for interfering with his plans that she eventually left the block. (Indications are that her flat was bought by Mr Ladsky).

Resident H letter to me, dated 18 December 2000: "*Mr Ladsky has at present prevented the current landlord from building an additional floor on the block but, should he buy the headlease himself, he clearly intends to proceed with the development, in spite of the fact that there is a restrictive covenant on the building preventing it exceeding its current height*" ⁴²

(When I (and other residents) visited the Planning department at the RBK&C and pointed out that the planning permission to build an extra floor was in breach of my lease, I received the all too typical response I have received so many times from a government body: "*Not our problem; get legal advice!*" (I am now absolutely convinced that, in giving me this reply, all those who did it, kept their fingers tightly crossed that I would not be able to take the matter further).

Resident H letter to Residents dated 31 January 2001: "*Some residents have received a letter from Mr Ladsky... 3. The minimum sum of £350,000 for repairs to the block came from Mr Ladsky himself. He quoted this figure twice - on 27 November and 30 December 2000. The amount is based on Mr Ladsky's surveyor's report. Naturally, residents cannot be charged for the building of a new floor on the roof...*" ⁴³

14 January 2001 letter from Resident H to Mr Ladsky on which she copied me: "*On 30 December 2000 you rang me at home to tell me that you were buying the headlease of Jefferson House ...You made it clear that the residents could not take up first refusal to buy the headlease... I have informed the committee of your demand (made on 27 November 2000) that I hand over to you immediately ... the office of Chairman of the Association together will all its books and records... your conversations with me and calls to me list a catalogue of statements that can only be described as threats. These include threats to sue residents of Jefferson House if they do not allow you to act as you wish, suing them for punitive damages of £500,000 and/or bankruptcy if they take up the option to buy the headlease, taking me to court for contradicting your opinions... I also know that you have made a very large number of telephone calls to my home... There is no reason for you to persist in ringing, including after midnight...People visiting me have witnessed this"* ⁴⁴

In copying me on this letter, in her covering note she wrote: "*Given the extreme nature of the behaviour, and the fact I am getting no peace, I have written...The conversation with Mr Ladsky was one sided, consisting simply of him ranting and becoming increasingly offensive and threatening... Mr Ladsky was immensely aggressive...His last call to me was at 12.40 am, which can hardly be described as reasonable.."* ⁴⁵

In her letter to me of 16 January 2001, she stated: "*I have sent out the enclosed because I have heard from several residents that they have been spoken to by Mr Ladsky and either threatened or harassed, or told that they need not consider casting a vote to buy the lease...*

⁴² Letter from Resident H to me, dated 18 December 2000

⁴³ Letter from Resident H to Residents, dated 31 January 2001

⁴⁴ Letter from Resident H to Mr Ladsky, dated 14 January 2001

⁴⁵ Letter from Resident H to me, dated 14 January 2001

Situation is pretty awful - phone calls to me all the time - and some residents terribly upset..." ⁴⁶

In her letter to me dated 29 January 2001, she wrote: "*Ladsky does not want to buy this block, redecorate it and be a landlord; he proposes to force residents out by making the financial situation intolerable, intervening to block sales (already done once) and cutting off rental income. He then forces residents to sell to him at a loss... To fight is one thing, but to be the focus or harassment in your own home by a resident landlord is not something I would wish on anyone..."*" ⁴⁷

Her letter to me of 30 January 2001: "*Mr Ladsky... told me that he would own the block by the end of February...given that the prospective landlord... is already acting improperly by trying to eliminate the Residents Association, threatening residents, trying to buy their flats cheaply..."*" ⁴⁸

Earlier on, in her letter to me of 18 December 2000, she had stated: "*Since arriving in the block, Mr Ladsky has persisted in demanding that the block is refurbished inside and out...but he wishes this to be done at a cost that is extremely high - possibly as much as £1 million. He feels that the reserve fund should be emptied and residents should be forced to pay him for the extra costs... he has approached me demanding that I handover the Chairmanship and all the files of the Residents Association to him. He became rude and when threatening when I refused"*" ⁴⁹

Her letter to me dated 31 January 2001: "*I have no need to an alarm - I am getting 30 nuisance calls a day again only now he keeps the line open if I reply"*" ⁵⁰

Letter from Resident H to me, dated 23 May 2001: "*I have been told that the ownership of the landlord's company Steel Services Ltd has been transferred to 'an unknown buyer'. The headlease has been 'sold' along with the company"*" ⁵¹

This was the final blow to Resident H. She left. **Therefore, another key step in the 'Business Model of the Unscrupulous Landlord in 21st century GB' had been achieved: the possibility of residents acting as a group had been eliminated.**

From then on Steel Services and its aides could tell different stories to each e.g. Resident F being told in November 2002 that "*everybody else had paid their share of the major works"*" ⁵². (29 days later the claim was filed in West London County Court against 11 Residents representing 14 flats). (In this same letter Resident F also reports that herself and her tenant "...experienced unprovoked direct verbal and other abuse by Mr Ladsky late last year...My tenant was terrified and intimidated by his behaviour...He acted like a petty tyrant, and I am not afraid to put on record that I believe that he is capable of any unscrupulous

⁴⁶ Letter from Resident H to me, dated 16 January 2001

⁴⁷ Letter from Resident H to me, dated 29 January 2001

⁴⁸ Letter from Resident H to me, dated 30 January 2001

⁴⁹ Letter from Resident H to me, dated 18 December 2000

⁵⁰ Letter from Resident H to me, dated 31 January 2001

⁵¹ Letter from Resident H to me, dated 23 May 2001

⁵² Letter from Resident F to me, dated 1 November 2002

⁵³ Email from Mr Sandy McDougall to me, dated 5 November 2002 – 15h49

⁵⁴ Extract from draft document for intended referral to arbitration, prepared with the assistance of Nucleus, Citizen Advice Bureau; date: December 2001

actions in order to achieve his aims”

As captured in my Witness Statement of 19 October 2003 (already provided with my letter to you of 25 June 2004), I also suffered on-going harassment, intimidation, as well as assault by Mr Andrew David Ladsky.

Another example of Mr Andrew Ladsky’s action is detailed in the attached email to me from Mr Sandy McDougall, previous Tenancy Relations Officer at the RBK&C: *“I have also received a telephone call from Mr Ladsky. He has asked for copies of all correspondence that you sent me. At present I do not believe that your correspondence is in the public domain but I have asked Legal for clarification”* ⁵³

As can be seen under points 31 and 32 from the attached extracts from the draft document Nucleus, Citizen Advice Bureau, helped Residents to compile for the intended referral to arbitration, it also suffered further harassment and intimidation (in addition to the 14 November 2001 letter it received from ‘Steel Services’) ⁵⁴

- 2 38. And Mr Hutchings, and other readers of this document, please, **spare me the line: “This has nothing to do with us. We suggest you contact the police”**

I have been there, done that - which resulted in my complaining against Kensington & Chelsea Police and, having gone through many loops, to eventually escalate my complaint to the then Chair of the Metropolitan Police Authority, Sir Toby Harris.

- 3 39. **COPIES OF THE PLEADINGS**

- 3 40. As explained at the beginning of this letter, I am uncertain as to what you mean and assume you are referring to the following:

- (1) Steel Services’ **application to the LVT**, dated 7 August 2003 (see attached)

Hence, this application was filed **within less than 2 weeks** of Ms Hathaway sending the demand for payment to residents (many of whom reside overseas and would not therefore have received it until well into w/c 22 July). **Why was this done – if the demand was ‘fair and reasonable’** (which is how Steel Services positioned its application to the LVT)?

In filing the application, Steel Services was, in my opinion, evidently relying on being able to ‘steamroll’ the application through the LVT with little opposition (in part because many residents live overseas) - and thereby get the ‘official’ seal of approval. As can be seen from the attached directions set by the LVT ⁵⁵, the earliest date at which Steel Services could have obtained its ‘official’ seal of approval would have been January 2003 (maybe even later). (Of course, as it happened, the LVT issued its determination on 17 June 2003).

- 3 41. (2) My surveyor, **Mr Brock’s Expert Witness report**, dated February 2003 – see attached

- 3 42. As part of the ‘pleadings’ I wish to draw your attention to several other events in relation to the procedure adopted by Steel Services and MRJ to obtain payment for the major works in the context of: (1) Section 20 of the Landlord & Tenant Act 1985 (2) the LVT procedure (3) West London County Court

- 3 43. **The “procedure” adopted by Steel Services and MRJ is in breach of Section 20 of the Landlord and Tenant Act 1985**

- 3 44. **Landlord and Tenant Act 1985 - Section 20 – (4) (b) – “A notice accompanied by a copy of the estimates shall be given to each of those tenants or shall be displayed in one or more places where it is likely to come to the notice of all those tenants”**

⁵⁵ Directions set by the LVT at the pre-trial hearing, dated 29 October 2002

- 3 45. As I pointed out – among others - in my defence to the claim dated 17 December 2002: "*I deny the claim because no justification has been provided for the sum demanded*"

As I also detailed comprehensively under points 8 to 14 of my Witness Statement, dated 19 October 2003, (previously supplied) it was not until 36 hours before the LVT hearing on 5 February 2003 – and therefore **7 months after** I received the original demand for payment of £14,400.19 (dated 17 July 2002) – that I was provided with a priced specification.

- 3 46. Aside from other residents also stating that they had not been supplied with a copy of the priced specifications (letters to the LVT), the LVT captured the following in its 17 June 2003 report, under Point 14 –

"Ms Hathaway (of Martin Russell Jones), on behalf of the Applicant, resisted the application for an adjournment... She maintained that Ms Dit-Rawé had seen the specification in the porter's room, but was unsure as to whether this had been a priced version (NB:!!!)".

Point 16 of the LVT report states – "*In the interest of justice, the Tribunal agreed to an adjournment...*"

- 3 47. **Hence, the residents were asked to part with sums of money as high as £64,500** (in the case of one resident) **with no evidence whatsoever as to the composition of the costs.**

- 3 48. **Landlord and Tenant Act 1985 - Section 20 – (4) (a) – "At least two estimates shall be obtained..."**

- 3 49. Initially 6 contractors were sent a tender. Of these, only 3 provided a costed submission: Killby & Gayford, Gleesons and CLC.

The **only** costings that I (and quite evidently other residents) saw were those attached to Ms Joan Hathaway, MRJ's letter dated 15 July 2002 (see enclosed)⁵⁶ :

- (a) a letter from Killby & Gayford, dated 2 July 2002, stating only a global sum of £564,467.00 exc. VAT and management fees
- (b) A page, numbered 3, from M.J. Gleeson Group plc, dated 26 April 2002, stating only the global sum of £680,346.79 exc. VAT and management fees
- (c) Page 2 and 3 from a document signed by CLC Contractors, dated 19 April 2002 stating a total sum of £719,894.60 and giving a brief summary breakdown (on which, for the 'services' section, the sum of £160,307.00 had been crossed out and replaced with £406,537.00)

To this 15 July 2002 letter, MRJ had attached its demand from me of £14,400.19, dated 17 July 2002⁵⁷

- 3 50. As stated by my surveyor, Mr Brock, LSM Partners, in his Expert Witness report, dated February 2003⁵⁸, under points 6.14 and 6.15:

"In my opinion, the reason that only 3No contractors out of a possible 8No were able to provide prices for this document is that this specification is not clear on the extent of the work required and therefore submitting a tender would be considered a risk

I do not consider any judgment can be made on the priced submission by Gleesons (the second lowest tender) as a single total sum was

⁵⁶ Letter from Joan Hathaway, Martin Russell Jones, dated 15 July 2002

⁵⁷ Demand for £14,400.19 from Martin Russell Jones, dated 17 July 2002

⁵⁸ Expert Witness report by Mr Brock, LSM Partners, dated February 2003

provided with no breakdown provided. This should have been requested by Brian Gale Associates. A basic arithmetical error in their calculation (more easily identifiable with a tender breakdown) it is possible that their tender would be more competitive than Killby & Gayford's. As an example a single error on CLC's tender (services section) amounted to a difference of over £250,000.00"

- 3 51. While under Points 6.30 and 6.31, my surveyor wrote:

"Brian Gale Associates tender report does not comment on any of the cost comparisons received by the tenderers, which is typical practice when reporting tender results. It is not possible without a more comprehensive cost breakdown to compare the costs of the lowest two tenders. BGA did not ask for further breakdown prices to be submitted. Without being able to compare similar work elements on a cost basis, it is not possible to confirm the contractor has understood the scope of works involved

None of the discussions with the contractors during the tender analysis stage have been recorded, particularly the clear reasons why Killby & Gayford increased their original submission by £112,501.33".

- 3 52. In addition to which, as pointed out by my surveyor under point 6.2 of his Expert Report, the contract form used for the invitation to tender was inappropriate for works of this size and nature⁵⁹ (This was admitted by Mr Brian Gale during the LVT hearing - as captured under Point 32 of the LVT report: *"I accept a JCT works contract was not acceptable here. It was an oversight on our behalf"*).

- 3 53. **Hence, contrary to Ms Joan Hathaway's claim in her 15 July 2002 letter that the selection of Killby & Gayford was: "In accordance with the requirements of the Landlord & Tenant Act 1985..." in actual fact, it was not**

- 3 54. **Landlord and Tenant Act 1985 - Section 20 – (4) (e) "The landlord shall have regard to any observations received in pursuance of the notice"**

- 3 55. Steel Services and MRJ's interpretation of this section of the Landlord & Tenant Act was to respond with the threat of prosecution – as evidenced by:

(a) The letter from Ms Hathaway to me, dated 20 September 2002 in which she states: *"...we have to require payment by return. We must inform you that if payment is not made now our client, Steel Services will have no alternative other than to instruct solicitors to commence legal proceedings to obtain payment"*⁶⁰

(b) Letter from CKFT to me, dated 7 October 2002 (posted 8 October which I received on 10 October) in which they wrote: *"... our client requires payment of the... sum within seven days of the date of this letter. In the event that payment is not received by Martin Russell Jones by 10 am on Monday 14 October, we have instructions immediately to commence proceedings for recovery of the debt"*.

To give added weight to its blackmail tactics (thereby committing a criminal offence under

⁵⁹ Point 6.2 of Mr Brock's Expert Report, dated February 2003: *"Under the RICS guidance notes for the selection of building contracts a project of this complexity, quantity and cost the JCT MW 1998 contract is considered (in most normal circumstances) to be unsuitable. Based on 1998 figures the JCT 98 contract for Minor Works should only be used for projects up to £90,000.00 and where works are of a simple nature. With the specialist works to the lift together with extensive electrical and mechanical works a IFC 84 contract is recommended to enable specialist nominated sub-contractor involvement.*

⁶⁰ Letter from Ms Hathaway, Martin Russell Jones, to me, dated 20 September 2002

⁶¹ Letter from CKFT to me, dated 7 October 2002

Section 21 of the Theft Act 1968), CKFT also wrote in this letter: "*Our client reserves the right to take action to forfeit your lease for breach of covenant and to communicate with your mortgagee (if any), if such action becomes necessary*" ⁶¹

- 3 56. Some of the other residents received both these letters (e.g. Resident D's letter of 24 September 2002 to Ms Hathaway ⁶²) – but not all. Those who, unlike me had legal representation, were treated very differently as evidenced by CKFT's 21 October 2002 letter to a firm of solicitors acting for a Resident "*We note that you have made no proposal on behalf of your client to pay all or part of the interim service charge. We should be grateful if you would clarify whether your client does in fact have any objection to the cost of the major works in respect of which we are instructed that appropriate notices were served some time ago*" ⁶³

Very clearly, CKFT, its client and Ms Hathaway saw me as 'fair game' for blackmail to extort monies from me that were not due and payable.

- 3 57. **CKFT breached its duty to the Court by pursuing proceedings which amounted to an abuse of process of Court, resulting in placing me (and other residents) in a situation of double jeopardy**

- 3 58. This came about out as:

Firstly, at the 29 October 2002 pre-trial LVT hearing we (i.e. I and other residents) were asked by the Chair, Mr J.C. Sharma JP FRICS, whether we had already paid the service charge demanded in July. We all replied that we had not for the reason that we had not been supplied with details of costings – at the time of the demand, nor since. At this point, Mr Sharma specifically told us that if we paid, the Tribunal would not be able to help us.

We were handed a leaflet '**Applying to a Leasehold Valuation Tribunal – service charges, insurance, management**' which, **on page 5** states the following:

*"... a recent Court of Appeal case ruling (Daejan Properties Limited v London Leasehold Valuation Tribunal) determined that LVTs only have the jurisdiction to decide the reasonableness of disputed service charges **that are still unpaid** except under certain circumstances"* (NB: bold type face as per the leaflet) (See attached copy of the first 5 pages of the booklet, including front cover) ⁶⁴

Precisely one month after we were told this by the Tribunal i.e. on 29 November 2002, Ms Joan Doreen Hathaway, MRJ, filed the claim in West London County Court on behalf of Steel Services. (The first LVT hearing – at which the first day of the substantive hearing was postponed until 13 March 2003 – took place more than two months after Steel Services filed its claim in court i.e. on 5 February 2003).

(Mr Andrew David Ladsky, Ms Joan Doreen Hathaway and Mr Barry Martin of MRJ, as well as Messrs Brian Gale and Patrick Moyle of Brian Gale Associates were in attendance at the 29 October 2002 LVT pre-trial hearing)

(2) Secondly, although fully cognisant of the LVT action - instigated by its client - CKFT nonetheless proceeded with the court action. Proof it knew of it:

(a) In my letter to CKFT of 17 October I asked the following: "*Are you aware that Steel Services has applied to the Leasehold Valuation Tribunal for determination of the reasonableness of the charge for major works?*" ⁶⁵

⁶² Letter from Resident D to Ms Hathaway, dated 24 September 2002

⁶³ Letter from CKFT to solicitors acting for a resident, dated 21 October 2002

⁶⁴ First 5 pages of LVT booklet, 'Applying to a Leasehold Valuation Tribunal – service charges, insurance, management

⁶⁵ My letter to CKFT, dated 17 October 2002

(b) In its reply dated 21 October 2002 CKFT wrote: "We are aware that Steel Services has applied to the Leasehold Valuation Tribunal"⁶⁶

Subsequent to this, as solicitors acting for Steel Services, CKFT would have had a 'blow by blow' account of the LVT proceedings from, among others, Mr Warwick, Counsel acting for Steel Services during the LVT proceedings.

The fact that the claim was filed in court one month after the pre-trial hearing is, in my opinion, further evidence that Steel Services anticipated being able to 'steam roll' its application through the LVT with no opposition and thereby get the 'official seal' of approval.

(Conveniently for Steel Services, the LVT waited 2 months to inform Residents of the pre-trial hearing: its letter is dated 8 October 2002. As many residents live overseas, this gave them very little opportunity to attend the pre-trial hearing).

(And there are several other actions / lack of action by the LVT that favoured Steel Services e.g. not sending to Residents the enclosures to the application of 7 August 2002 (which included the priced specifications) – a fact admitted by Mr Stewart at the 5th February 2003 hearing (I praise him for his honesty); not taking action when it was made aware that MRJ was in breach of the directions set by the Tribunal. In the case of Mr Gale's expert report dated 13 December 2002, Ms Hathaway had sent a fax to the LVT on 1 December 2002 stating: "I understand that you have already received our expert report direct"⁶⁷. Yet, the report was delivered to me post 18 December 2002 (and hence, past the 17 December deadline – by which time I was out of the country for the Christmas break).

And **yes**, I did bring up MRJ's non-compliance with the LVT's directions to Mr Stewart's attention – but no action whatsoever was taken.

3 59. **Combined with the abuse of process of court, injustice took place as West London County Court opted to repeatedly ignore the directions that had been given to the Residents by the LVT**

3 60. West London County Court ignored the critical fact that we (i.e. the residents) had been specifically told by the LVT to **not pay** the service charge until it had issued its determination. This is in spite of my bringing the LVT action to the Court's attention a total of **seven times – including reporting what Mr Sharma had told us.** (In each instance I sent my letter by Recorded or Special Delivery)

As can be seen in my letter of 25 March 2003⁶⁸, I list three previous occasions when I communicated this to the Court:

(1) My letter of 10 December 2002: "I wish to bring to your attention the fact the claimant has brought exactly the same action under the Leasehold Valuation Tribunal (LVT/SC/007/120/02)"

(2) My letter of 17 December 2002 (included with my defence to the claim): "Action to be stayed - The purpose of my attached letter of 10 December 2002 was to report that the same action is being pursued by the same party in two jurisdictions: (1) yours; (2) the Leasehold Valuation Tribunal (case LVT/SC/007/120/02). Consequently, I would like to suggest that **this action through your County Court be stayed...**"

(3) My defence to the claim dated 17 December 2002: "Claimant already pursuing claim through the London LVT (LVT/SC/007/120/02) and process already fairly advanced... (I also state: "The demand does not comply with the terms of my lease. Part of my lease is different from that provided

⁶⁶ Letter from CKFT to me, dated 21 October 2002

⁶⁷ Fax from Ms Hathaway to the LVT, dated 1 December 2002

⁶⁸ My letter to West London County Court, dated 25 March 2003

to the County Court")

(4) My 30 March 2003 letter to the LVT Panel, on which I copied the District Judge: "At the LVT pre-trial hearing on 29 October 2002 Mr J.C. Sharma JP FRICS had in effect told the residents to not pay the service charge demanded for the major works until the LVT had reached a decision. [The LVT] had not as yet reached a decision as the case was currently part heard and the last day for the hearing was set for 28 April. I also asked the following question: "How can it be that two government departments - who have been made aware of a conflict as a result of actions they are concurrently undertaking - have no line of communication?".⁶⁹

(5) My 17 June 2003 letter to the District Judge in which, among others, I repeat the occasions when I informed the Court that an action for exactly the same claim was taking place through the LVT, and I asked: "Why are you therefore asking me to attend a hearing? Why aren't you instead asking me whether the LVT has reached a decision? Why is it that your Court is not waiting for this decision? Until there is a decision from the LVT, what can you enforce?"⁷⁰

(6) My letter of 22 June 2003, also addressed to the District Judge, in which I wrote: "The judgement remains open to appeal to the Lands Tribunal - Both myself and the Applicant have until 8 July to consider making an application for leave to appeal to a Lands Tribunal.

Your Court is subjecting me to double jeopardy - I am astonished that your Court has persisted in allowing duplicated action to continue in spite of my telling your Court on numerous occasions since 10 December 2002 that Steel Services was pursuing exactly the same action in the LVT - at the same time as it was pursuing the action in your Court.

The Claimant has mischievously pursued this action in two separate jurisdictions in order to intimidate and bully me into paying. This is an abuse of the legal process."⁷¹

And I again repeated this after the LVT determination had been issued, in my letter of 9 August 2003 to District Judge Wright: "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..."⁷²

- 3 61. Aside from what amounts to West London County Court harassing me, as well as causing me untold distress, anguish and torment by wrongly telling me on three occasions that a charging order hearing concerned me (4 April 2003)⁷³ / a judgment had been entered against me (18 March 2004) / I was the Defendant in a trial (due to take place on 17 August 2004 and subsequently cancelled) - when in fact, in each instance, they had nothing to do with me (*), West London County Court has been instrumental in making 7 residents pay the service charge - **before the LVT had issued its determination.**

⁶⁹ My letter, dated 30 March 2003, to Ms J.S.L Goulden, Mr J.R. Humphrys, Dr A.M. Fox, Leasehold Valuation Tribunal - and copied to District Judge, West London County Court

⁷⁰ My letter District Judge, West London County Court, dated 22 June 2003

⁷¹ My letter to District Judge, West London County Court, 22 June 2003

⁷² My letter to District Judge Wright, West London County Court, dated 9 August 2003

⁷³ My letter to West London County Court, dated 1 April 2003

This is evidenced by CKFT's 23 May 2003 application for a Case Management Conference in which it states: "*The Claimant has obtained judgment or settled proceedings against all Defendants, except the following: 1st..., 2nd..., 5th... and 7th... Defendants*" ⁷⁴

While I do not know the details of the judgments and settlements that Steel Services had obtained by 23 May 2003 when it made its application, the point is that these settlements took place – with the assistance of West London County Court – **before** the LVT had issued its 17 June 2003 determination.

As I stated earlier on at the beginning of this document, the global sum for the works has to be the same for all lessees. Hence, **Steel Services cannot charge differentially, other than on the basis of individual lessees' fixed percentage share of the service charge.** (Which I have also explained at the beginning of this document)

(*) Having allowed Steel Services to file just one claim against 11 residents which, it seems, makes us, jointly and severely liable for the £304,293.27 claim - **which is wrong** – West London County Court has proved to be totally incapable of managing the claim.

- 3 62. **The way in which the LVT determination is presented must not detract from the fact that it is for the global sum. Hence, the consequences are that individual leaseholders are entitled to the same percentage reduction in the service charge following this determination.**

While West London County Court has not, in my case, challenged Steel Services as to whether it had implemented the LVT decision (neither at the 24 June 2003 hearing, nor the 26 August 2003 hearing – leading me to, unsuccessfully write to the Court explaining why, in spite of its claim (under a 'Statement of Truth') – Steel Services had not done so) – has the Court asked Steel Services this question in relation to the other Residents?

Has the Court ensured that – as appropriate – Residents who ended-up paying as a result of orders / judgments issued by the Court – before the publication of the LVT determination - that they were reimbursed of sums not due and payable?

The answer to this question is most likely to be a 'no' as, 4 months **before** the LVT had issued its report, on 21 October 2003, when Steel Services made me an 'offer', it still had not properly implemented the LVT determination.

- 3 63. If you are wondering whether I have complained against West London County Court and Wandsworth County Court: I have, by sending a letter (29 June 2004) to Lord Falconer of Thoroton QC, and copying Christopher Leslie MP (responsibilities for Court service, etc.) and David Lammy MP (responsibilities for Human Rights, etc)

And what response did I get? A letter of the type I have now become so accustomed to receiving from a government body I have turned to for help: an arrogant, defiant and dismissive letter from Mr Ian Anderson, Head of Customer Service Unit, Court Service which, in addition, in this instance, contains a higher than usual dose of insult to my intelligence.

- 3 64. **Steel Services described its claim as an "interim payment" – which it is not**
- 3 65. In the Particulars of Claim (29 November 2002) MRJ / Steel Services refer to the claim as an "*interim payment*". The sum demanded cannot be described as such because:

(1) it was a demand for full payment, not an interim payment (which, for one Resident amounted to £64,500); (Although, it is my absolute belief that there is an intention to ask Residents for more money at a later stage in connection with 'these major works')

(2) the works would have been taking place beyond June 2003, time by which, under the terms of my lease and of Section 21 (4) of the Landlord & Tenant Act 1985, Steel Services had to issue the year-end accounts given that the year-end for Jefferson

⁷⁴ CKFT application to West London County Court for a Case Management Conference, dated 23 May 2002 (should read '2003')

House is December. These accounts had to reflect the demand.

(3) Steel Services made an application to the LVT who told Residents to not pay the service charge until the Tribunal had issued its determination – which it did on 17 June 2003

3 66. (1) ***The sum demanded was for the full amount of the works:***

- (a) The sum quoted by Killby and Gayford referred to all the works. This contractor responded to the specification produced by Mr Brian Gale.
- (b) The works / nature of the works detailed in Mr Brian Gale's specification are so comprehensive that they amount to a total overhaul of the block: new roof; new lift; new boiler plant; new carpet throughout; new doors; new entrance; new lighting; new area for the porter; total repainting internal and external; installation of mechanical ventilation; replacement of some windows; re-pointing, etc. (Some of the works required stem from lack of proper maintenance and upkeep of the block over a period of 12 years)
- (c) Steel Services 7 August 2002 application to the LVT is for all the works. Point 2 of the 17 June 2003 LVT determination states: "*The application concerns major works set out in a specification prepared by Brian Gale Associates and priced by Killby & Gayford*"
- (d) In her 20 August 2002 letter Ms Hathaway asks that: "[I] make payment... by 16 September so that the funds are in hand to cover the cost of the work."⁷⁵ This "payment" is the sum of £14,400.19 – which is 1.956% of £736,206.00

(2) At the earliest, works would have only been completed well into the following year – beyond June

- (a) In her 15 July 2002 letter Ms Hathaway wrote: "*the work will commence at the beginning October, but we will confirm this nearer the time*"
- (b) She again repeated a start date of October in her 20 August 2002 letter to "All Lessees": "*Instructions need to be passed to the contractors as soon as possible so that works can start in early October*"⁷⁶
- (c) And Ms Hathaway did again in her letter to me dated 30 August 2002⁷⁷
- (d) In her 7 June 2001 letter to "All Lessees" Ms Hathaway had written: "*It is planned to commence the internal refurbishment in the Autumn (i.e of 2001) with the external refurbishment to follow on next Spring*". (Due to winter weather, leading to external works starting late March / beginning of April)⁷⁸
- (e) Both, Gleeson and CLC quoted a time of 22 weeks to complete the works (see MRJ's letter of 15 July 2002).

(Killby and Gayford had quoted a time that was less than that estimated by Gleeson, CLC, as well as MRJ – about which my surveyor made the following comment under Point 33 of his February 2003 report: "*Killby & Gayford have not been queried over their contract period, which in my opinion is not sufficient for the works to be completed. There is a risk that Killby & Gayford apply for an extension if this timescale is not achievable which is likely to add further additional costs*")

⁷⁵ Letter from Ms Hathaway, Martin Russell Jones, dated 20 August 2002

⁷⁶ Letter from Ms Hathaway, Martin Russell Jones to All Lessees, dated 20 August 2002

⁷⁷ Letter from Ms Hathaway, Martin Russell Jones, dated 30 August 2002

⁷⁸ Letter from Hathaway, Martin Russell Jones, dated 7 June 2001

- (f) Hence, even if the application to the LVT is not factored in, by June 2003 – the works would still be taking place.
- (g) However, Steel Services-MRJ **did** file an application to the LVT on 7 August 2002.
- (h) It also means that, when Ms Hathaway sent her 20 August letter to the residents stating a start date of "*early October*" – the application had by then been filed 7 working days previously.
- (i) I understand that, in spite of having filed an application to the LVT, Steel Services could nonetheless have started the works. It did not. I have expressed the opinion that the motive for Steel Services' application was to get an 'official seal' of approval. As can be seen from the attached directions set by the LVT ⁷⁹, the earliest date at which Steel Services could have obtained its 'official' seal of approval would have been January 2003 (maybe even later). (Of course, as it happened, the LVT issued its determination on 17 June 2003).
- (j) Even if Steel Services had been able to 'steam-roll' its application - taking into account 'getting the seal of approval', implementation, availability of contractors, etc, it would at least be April - if not later - before the works could be started.

And, a very important point – as I detailed previously: we were told by the LVT to **not pay the service charge until the LVT had issued its report.**

Hence, **as I had been told by the LVT**, I waited for Steel Services to fully implement the 17 June 2003 LVT determination – and then send me a revised priced specification and an invoice.

Which means that by then, **I should have been issued with the 2002 accounts – certified by an accountant - in support of this demand.** At the date of writing, **I still do not have these accounts**

3 67. **Thus, I maintain that:**

(1) The demand I received, dated 15 July 2002, cannot be considered as an interim payment – as it was for the full amount of the works

(2) The fact that Steel Services had made the application to the LVT to determine the reasonableness of the service demanded and that the LVT told Residents to NOT pay this demand until the Tribunal had issued its determination, means that Steel Services could not ask for payment

(3) I should have been issued with the 2002 year-end accounts - certified by an accountant - in evidence of this demand

3 68. Aside from the fact that Residents were told by the LVT to NOT pay until it had reached its determination, I would like to draw the attention to Clause (2) (j) of my lease:

*"... nothing shall disable the Lessor from maintaining an action against the Lessee in respect of non-payment of any such interim payment as aforesaid notwithstanding that the Accountant's Certificate had not been furnished to the Tenant at the time such action was commenced subject nevertheless to **the Lessor establishing in such action that the interim payment demanded and unpaid was of a fair and reasonable amount having regard to the amount of the Service Charge ultimately payable by the Lessee***

Consider this in the context of the fact that the original demand I received was £14,400.19 while the impact of the LVT determination meant that it should be reduced by nearly 70% to £4,615.

3 69. **There was a concerted effort in particular between Mr Ladsky and Mr Brian Gale to try**

⁷⁹ Directions set by the LVT at the pre-trial hearing, dated 29 October 2002

to influence the Tribunal by claiming that I was the only resident challenging the costs (because I was the only resident who went through the process).

- 3 70. In the case of Mr Brian Gale (as referred to in my Witness Statement under point 9) in Section 2.09 of his "Expert Report / Proof of Evidence" report, dated 24 February 2003, to the LVT (enclosed) he had described the outcome of the 14 November 2002 meeting (set-up by MRJ for the residents - with a 3 day notice) as: "...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..."⁸⁰

In this same report, Mr Gale states:

2.03 – "At this stage [at the 29 October 2002 pre-trial LVT hearing], of the 35 flats within the block, 11 Lessees had already paid the relevant service charge, a further 10 had partly paid and had promised to pay the balance and were not in disagreement. Of the remaining tenants, only the 5 attending as Respondents had indicated any objection to payment of the service charge, reasonableness of the works or their cost"

5.01 – "I would like to draw to the attention of the Tribunal that I am advised by the managing agents that now some 31 of 35 tenants have paid, either in full or substantial contributions toward the cost of the proposed works"

5.02 – "It would therefore appear... that only one lone tenant continues to make any representation or objection of the 35 tenants"

5.04 – "The vast majority of the tenants in this block have been fully and completely consulted throughout all stages of the procedure, are in full and complete agreement and have paid substantially, or entirely, for the works and improvements (NB: !!!) to take place".

(I wrote a reply to Mr Gale which was handed to the LVT Panel by my Counsel⁸¹)

- 3 71. In the case of Mr Ladsky, this is captured under point 50 of the LVT report:

"It is noted that, apparently, the majority of the tenants wish all the works to be carried out. A letter from Mr Ladsky, the lessee of flats 34 and 35 dated 28 April 2003 stated:

"31 or 32 of the 35 tenants have paid their contribution towards the major works. They are, therefore, in agreement with both the scope and cost of the proposed refurbishment. Whilst I accept that the Tribunal is to rule on the reasonableness of the proposed works, it must surely follow that if the overwhelming majority of lessees in the building are ad idem, some considerable weight must be given to their collective view. It seems to me that it would be wholly inequitable for one lone tenant acting entirely unilaterally to be able to frustrate and delay the building works desired by the many"

- 3 72. These were lies - as evidenced by the glaringly obvious:

(1) in the case of Mr Gale's claim on the position after the 14 November 2002 meeting: barely 2 weeks later, Steel Services filed the claim in Court against 11 Residents representing 14 flats.

(2) events which took place **after** Mr Gale's "Expert Report / Proof of Evidence" dated 24 February 2003 - and Mr Ladsky's letter:

(a) CKFT's 23 May 2003 application to the Court for a Case Management Conference – highlights ongoing action against 4 Residents⁸²

⁸⁰ 'Expert Report/Proof of Evidence' report, by Brian Gale, 24 February 2003

⁸¹ My 13 March 2003 reply to Brian Gale's Section 2 of his 'Expert Report / Proof of Evidence' report, dated 24 February 2003

- (b) Indications are that another Resident is not mentioned: Defendant number 9 as, when I went to West London County Court on 31 March 2004, initially I was told that a judgement had been entered against me on 18 March 2004. Eventually I was told by Ms Debbie Wotten (?) who appeared to be the manager, that, "*No, the judgement is not against you, it is against Defendant number 9*"
- 3 73. I would also like to emphasise that, whereas I fully accepted the decision by the LVT, Steel Services kept on challenging it as it has revised the amount it considers due on a number of occasions and, eventually, ended-up dismissing it completely.

See next section for further details

4 74. **4. COPY OF THE FINAL ORDER**

- 4 75. I assume you are referring to the Consent Order I have exchanged with CKFT. It was endorsed by the court on 1 July 2004. I attach a copy⁸³.

I need to add some background information to this. There is some repetition as I have already provided you with some of the information in previous correspondence and / or have referred to it previously in this document. However, it is probably worth repeating it to understand the sequence of events.

4 76. **23 May 2003**

CKFT files an application in West London County Court for a Case Management Conference. In this application it states that it has obtained sums of money from 7 residents. Hence, it did this **before** the LVT had issued its determination⁸⁴

4 77. **12 June 2003**

Notice of Hearing from West London County Court that a hearing will take place on 24 June 2003⁸⁵
(Evidently Steel Services was keeping in close contact with the LVT as the LVT signed its report 5 days later)

4 78. **17 June 2003**

My letter to the court asking why a hearing has been set-up given that the LVT has not yet issued its report and stating: "*Until there is a decision from the LVT, what can you enforce?*"⁸⁶

4 79. **22 June 2003**

My letter to West London County Court stating: "*Your Court cannot currently proceed with the action in relation to the sum demanded for the 'major works... as the judgement remains open to appeal to the Lands Tribunal*
Your Court is subjecting me to double jeopardy - I am astonished that your Court has persisted in allowing duplicated action to continue in spite of my telling your Court on numerous occasions since 10 December 2002 that Steel Services was pursuing exactly the same action in the LVT - at the same time as it was pursuing the action in your Court.
The Claimant has mischievously pursued this action in two separate

⁸² CKFT letter to West London County Court, dated 23 May 2003

⁸³ Consent Order dated 1 July 2004

⁸⁴ CKFT application to West London County Court for a Case Management Conference, dated 23 May 2002 (should read '2003')

⁸⁵ Notice of hearing from West London County Court, dated 12 June 2003

⁸⁶ My letter to West London County Court, dated 17 June 2003

jurisdictions in order to intimidate and bully me into paying. This is an abuse of the legal process.”.⁸⁷

In this letter, I also state: "The original claim against me is therefore rendered null and void... your Court is subjecting me to double jeopardy...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".

I gave a copy of this letter to Mr Silverstone, CKFT, at the 24 June 2003 hearing.

4 80. **23 June 2003**

Letter from West London County Court in reply to my of the 17th saying it encloses "...a letter from the claimant's solicitors which confirms that the case is proceeding against the 1st, 2nd, 5th and 7th Defendants" and confirming that the hearing will take place⁸⁸

4 81. **24 June 2003**

Case Management hearing which should not have been allowed to take place given that I (and indeed Steel Services) had Leave of Appeal to the Lands Tribunal until 8 July (and I informed the court of this). While the hearing nonetheless took place, Judge Wright agreed with me and ordered that Steel Services pays my costs for the day (and that of other Residents present) – and, obviously, refused Steel Services' demand that I (and the other Residents) pay its costs for the day (court order previously provided in my letter to you of 6 August 2004)

4 82. **24 June 2003**

Case Management Conference in West London County Court at which Mr Silverstone of CKFT, hands me:

(1) A "Major works apportionment 24th June 2002 Revised" produced by MRJ for which in my case (and that of other 5 residents listed) the original sum demanded has been reduced by only 24.19% (already provided in my letter to you of 25 June 2004);

(2) A "Case Summary"⁸⁹ (which a reasonable person – cognisant of the facts - would describe as: 'a pack of lies')

The case summary states: "*Proceedings for recovery of service charges due from tenants...*" (NB: Not true)

"*Proceedings issued on 29 November 2002... Proceedings settled with all but 4 D's on the basis of payment of the service charges. D1 - Defence filed 20.12.02 - **Agreed terms of a Tomlin Order** and expected formal settlement shortly when Tomlin order approved by Court.*"

D2 (i.e. myself): "*Defence filed 17.12.02*"

"(a) *Disputed electricity charges totalling £337*"

"(b) *Balancing service charge of £283.14 disputed. No reason given*" (NB: Not true – as can be seen in my defence to the claim).

"(c) *Interim service charge of £14,400. D relies on referral to LVT application by C. D challenged reasonableness in the LVT. LVT proceedings determined by decision on 17 June 2003*"

⁸⁷ My letter to District Judge, West London County Court, dated 22 June 2003

⁸⁸ Letter from West London County Court to me, dated 23 June 2004

⁸⁹ Case Management Summary, handed to me by Mr Silverstone, CKFT, at the 24 June 2003 West London County Court hearing

"(d) alleged demand does not comply with lease - no particulars provided" (NB: Not true - as evidenced by my letters to CKFT and Ms Hathaway)

"D5: (c) Alleged C company struck-off - not now relevant (d) No s.20 notice served. D7: (a) Denied s.20 notice served".

"Majority of s/c expenditure approved. Where not approved, LVT said that because lack of sufficient detail in specification rather than because outside scope or not reasonable"

"C wishes to apply for summary judgment to the extent that the D's contest the s/c on the basis of the awaited LVT decision. LVT has not made any specific determination of the actual sums payable by D2 as D2 requested.

(NB: More lies. I did not ask the LVT for this. I know perfectly well that the LVT determination is only in relation to the global sum. In fact, it is CKFT who wrote to the LVT on 17 July 2003 - as can be seen below).

"Will seek to rectify, but C's managing agents have prepared calculation of the sums approved by the LVT at this stage". (What MRJ prepared = 24.19% reduction)

(3) A Draft order⁹⁰ which states: "Upon the proceedings between the Claimant and the 3rd, 4th, 6th, 8th, 9th, 10th and 11th Defendants having been resolved, it is ordered that: 1. Claimant shall make such applications for summary judgment against the 2nd, 5th and 7th Defendants at it shall deem appropriate supported by witness statement evidence, to be filed and served by 4pm on 1st July 2003. 2. Defendants to file and serve witness statements in reply by 4 pm on 15th July exhibiting fully particularised defences. 3. Claimant to file and serve evidence in reply by 4 pm on 22 July 4. Matter to be fixed for hearing before District Judge on 1st open date after 29th July... 9. Fix for trial first open date after 1st January 2004 - multi track"

Judge Wright reprimanded Mr Silverstone, CKFT, for "wasting my time and the Court's time... the LVT report has only just been issued, you must give the Defendants time to review it"

4 83. 25 June 2004

"Without prejudice" letter from CKFT⁹¹ to me requesting that I meet with them: "It is our view and that of our client that to continue with enormously expensive legal proceedings make no sense whatsoever, particularly now that the LVT have given their decision. Save for the improvements, the LVT allowed virtually all of our client's proposals... (NB:!!!)

It seems pointless to us to continue to waste further money... The net result of the proceedings is that substantial sums have been expended by all parties on legal costs...

Any amount which was not expended would have, and still will be returned to you once a final account post-completion is prepared. Our client has informed us that they invited you to attend a meeting last year (NB: 14 November 2002 - discussed previously) where a very full, frank and meaningful discussion took place with a large number of residents who subsequently paid their service charge in full. (NB: 2

⁹⁰ Draft order handed to me by Mr Silverstone, CKFT, at the 24 June 2003 West London County Court hearing

⁹¹ Letter from CKFT to me, dated 25 June 2003

weeks later Steel Services filed its claim against 11 Residents in West London County Court. Some of these Residents had attended the meeting)

Apparently, you chose not to attend this meeting which could have resolved any concerns you had without going through the costly LVT process which has now resulted in a percentage uplift in the contract figure and a significant delay to the project".

Blatantly false statements, plus use of the sine qua non of the 'Business Model of the Unscrupulous Landlord in 21st century GB': *'the costs'*. Steel Services is blaming me for causing the situation and therefore the resultant costs and is consequently putting the onus on me for ending it: by paying... an amount that is not due and payable. **Steel Services should have thought of 'the costs' before attempting to defraud me of £10,000 – with a clear intention (now proven) of asking for even more for these 'major works'.**

4 84. 15 July 2003

My letter to West London County Court ⁹² stating: "*Steel Services - Martin Russell Jones are not complying with the decision of the Leasehold Valuation Tribunal*" in which I detailed the main points of my surveyor's assessment of the LVT's determination.

"At the case management hearing on 24 June 2003, Mr Silverstone of Cawdery Kaye Fireman & Taylor (CKFT) handed me and your Court a revised amount for the major works, from £14,400.19 to £10,917.27, representing a 24.18% reduction. They are clearly expecting me to pay this amount now.

I disagree with this amount on the basis that my surveyor assesses the 17 June 2003 LVT decision as follows:... Hence, by reducing the amount by a mere 24.18%, Steel Services - Martin Russell Jones fall very short of implementing the LVT decision.

As this revised amount was given to me without any supporting evidence of the basis by which it was arrived at - and none has been provided since - on 6 July I wrote to Martin Russell Jones explaining that I disagreed with the amount for the reasons listed above, and asked for the basis of their calculations. I gave them until yesterday to reply. They have not.

I find it extraordinary that with all that has been exposed during the action through the LVT, Steel Services and Martin Russell Jones are, to this day, still attempting to demand money that is not due and payable

Using intimidation tactics they appear to have succeeded in getting some residents to pay the full amount originally demanded for the major works. Resisting these tactics has, for me, been a harrowing, very traumatic and very costly experience over the last two years but, I will maintain my position: I will only pay my share of the major works that is fair and reasonable and in compliance with the terms of the lease. In this context, I accept the decision of the LVT

I would therefore be most grateful for your assistance in compelling Steel Services and Martin Russell Jones to comply with the LVT's decision

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 copied Mr Silverstone, CKFT on this letter

⁹² My letter to West London County Court, dated 15 July 2003

4 85. 17 July 2003

CKFT sends me a 22 page document "*Part III*" of the specifications for the works with "*Revised price*" written as heading⁹³. In the same correspondence it also encloses a copy of a letter to Judge Wright stating, in relation to my letter of 17 July: "*For current purposes we wish to record the fact that figures quoted in Ms Rawé's letter are wrong. In the circumstances we propose to invite the LVT to make a determination of the specific amount reasonable for Ms Rawé to pay in respect of the service charges*"

It was very clear to me from this document that Steel Services had not implemented the LVT determination. However, I needed to get 'official proof' of this – given that the LVT had not included a summary in its report of the impact of its determination on the global sum demanded. (Which was particularly convenient for Steel Services).

Consequently, I spent another £1,800 (on top of the £30,000+ the LVT had cost me in terms of solicitors, barrister and surveyor) to get my surveyor to review Steel Services "*revised priced*" document in light of the LVT determination. (His assessment of 31 July 2003, attached⁹⁴). Yet again, I was vindicated.

- 4 86. The fact that Steel Services did not appeal to the Lands Tribunal (which was the proper channel to follow) means that it accepted the LVT determination – following **its** own application to the LVT.

Yet, **Steel Services kept challenging the LVT determination as it changed the amount demanded on several occasions – and did so without explanation, as well as non-compliance with the consultation proceedings detailed in the 1985 Act.** Among others, it did not address the determination by the LVT that proper specifications were required for the services section in order to arrive at correct costings. (I will stress again that, unlike Steel Services, I fully accepted the LVT determination)

4 87. 21 July 2003

Reply from the LVT to CKFT: "*it is not the duty of the Tribunal to assess the particular contribution payable by any specific tenant but only to determine the reasonableness of the service charges as a whole...*"⁹⁵

4 88. 24 July 2003

Letter from CKFT to me stating that the: "*LVT has declined jurisdiction to determine the specific amount of service charge payable by you... We shall be asking the Court to give appropriate directions in this regard...on 26 August 2003. In addition, at that hearing, we shall be seeking judgement for the amount you admitted in your 15 July 2003 letter to the court unless we receive a cheque for that sum prior to the hearing. Clearly substantial costs will be incurred if the court has to deal with the determination of this issue. As we suggested on numerous occasions, this is a matter which could be dealt with between the parties at a round-table meeting. We note your complete failure to respond to our repeated invitations in this regard. In the circumstances, we reserve the right to refer to this and previous correspondence in relation to subsequent issue as to costs*"⁹⁶

⁹³ "*Revised price*" specification, with covering letter from CKFT, dated 17 July 2003

⁹⁴ Assessment by Mr Tim Brock, LSM Partners, of Steel Services "*Revised Price*" document sent by CKFT with a correspondence dated 17 July 2003

⁹⁵ Reply from the LVT to CKFT, dated 21 July 2003

⁹⁶ Letter from CKFT to me, date 24 July 2003

More blackmail, bullying and intimidation tactics used by CKFT to put pressure on me to pay an amount that is not due and payable. Using the typical – untrue - locations "numerous" and "repeated", it talks of my "failure to respond to invitations to discuss".

I replied to this in my 9 August 2003 letter addressed to Judge Wright (see below)

4 89. **5 August 2003**

Letter from Ms Hathaway to "All lessees" stating: "vast majority of leaseholders have paid their contribution; small minority who have not paid and this is delaying the implementation of the works. Solicitors acting on behalf of Steel Services are actively taking action against the lessees"⁹⁷

4 90. **5 August 2003**

Letter from CKFT to me: "We write further to our letter dated 24 July 2003 and note that we have received no response from you. In the circumstances we have made an application to West London County Court for Summary Judgement against you"⁹⁸

4 91. **6 August 2003**

Application Notice by Ms Ayesha Salim, CKFT, to West London County Court⁹⁹.

Part A states: "We CKFT intend to apply for an Order that (1) There be Judgement for the Claimant against the Second Defendant and Fifth Defendant under CPR Part 24.2 (2) The Defendants do pay the Claimant's costs of those proceedings - Because

"The Claimant believes that the Second (and Fifth) Defendants have no real prospects of successfully defending the Claim and the Claimant knows of no other compelling reason why the case should be disposed of at Trial

We wish to rely on evidence in Part C in support of my application

PART C states: "We wish to rely on the following evidence in support of this application

On 17 June 2003, the Residential Property Tribunal Service gave its decision on the Application under section 19 (2B) of the Landlord and Tenant Act 1985 (as amended). A copy of that decision is attached to this Application Notice at Appendix A

... Following the decision, on 24 June 2003, Martin Russell Jones issued a revised Major Work Apportionment setting out the revised estimate for the works and calculation of the percentages due from each of the Tenants in the property. A copy of the revised estimate and apportionment is attached to this Application..

Despite the decision of the LVT and despite being served with the revised apportionments, the Second and Fifth Defendants have failed to pay the sums determined to be reasonable by the LVT

Following the LVT decision, the Claimant considers that the Second and Fifth Defendants have no real prospects of successfully

⁹⁷ Letter from Ms Hathaway to "All Lessees", dated 5 August 2003

⁹⁸ Letter from CKFT to me, dated 5 August 2003

⁹⁹ CKFT's Case Management Conference and Application hearing, dated 6 August 2003

defending the Claim and the Claimant knows of no other reasons why the case should be disposed of at Trial

Accordingly, the Claimant asks the Court to enter summary judgment against the Second and Fifth Defendants with an Order for payment of the Claimants costs of these proceedings".

On this document, Ms Ayesha Salim, CKFT has signed a 'Statement of Truth' stating: "*The Applicant believes that the facts stated in Part C are true*". (Clearly, not much regard is paid by either Ms Ayesha Salim, nor Ms Joan Doreen Hathaway, MRJ, to the meaning of a 'Statement of Truth')

4 92. **7 August 2003**

Letter from CKFT to Healys (temporarily registered as acting for me).

"Your client has made no payment in respect of the proposed works which were the subject of the LVT application. At the very minimum we would expect your client to pay those sums that she admits are due in light of the LVT determination.

(NB: The reason for my not making a payment was: As I had been told by the LVT, I waited for Steel Services to fully implement the LVT determination, issue a Section 20 Notice, send me a revised priced specification and an invoice – in compliance with the terms of my lease. Steel Services DID NOT DO THIS.

The following point must be noted: **following the LVT determination, Steel Services did not amend its original court claim.**

We recognise that there is a dispute with your client to the extent to which, if at all, our client is obliged to utilise the reserve fund for the proposed works. The LVT, of course, made it clear that it could not order Steel Services to utilise those funds. Your client's suggestion that the company is required to do so also ignores the fact that there are other contingent liabilities which may result in alternative calls on the reserve funds. We recognise that this matter will have to go to trial if it is not resolved by agreement... You will see that we have made numerous offers to meet with your client in order to try and resolve this matter by negotiation. She has declined to accept those offers. We shall contend that this is a relevant matter in relation to the question of costs " ¹⁰⁰

Equal: More bullying, intimidation and blackmail by CKFT.

4 93. **9 August 2003**

My letter to Judge Wright (copied to CKFT) in which, among others, I stated that: "*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...

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

¹⁰⁰ Letter from CKFT to Healys, solicitors, dated 7 August 2003

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"

(I have already supplied this letter in my correspondence of 2 July 2004)

4 94. **26 August 2003**

The Application Notice filed by Ms Ayesha Salim, CKFT, had attached to it a "*Major works apportionment 24th June 2002 Revised*" produced by MRJ for which in my case (and that of other Residents) the original sum demanded had been reduced by only 24.19%. (already supplied)

Judge Wright did not challenge Steel Services on its claim. This is in spite of my 22 June 2004, 17 July 2004 and 9 August 2004 letters in which I related the main points of the LVT determination – and to the latter, I attached a copy of my 31 July 2004 surveyor's assessment of the LVT determination.

Unlike at the 24 June 2003 when I acted in person, I had opted to have legal representation (Piper Smith & Basham who appointed a barrister, Mr Plimer). The outcome of this was that I **agreed to pay the sum of £2,255.07¹⁰¹ – which I did** by sending a cheque to my then solicitors **on 3 September 2003**. (I do not know how this sum was calculated by Mr Plimer and Ms McLean and, despite several requests, never managed to obtain this information from her).

4 95. **19 October 2003**

I had my Witness Statement hand-delivered to Piper Smith & Basham. As can be seen in the attached directions set by West London County Court to which I and CKFT had agreed in Court (on 26 August 2003) they state that the exchange of Witness Statements had to take place **on 21 October 2003** and were due to be delivered to West London County Court **by 16h00 on that date**.

This never happened due to some arrangement between Ms McLean (assistant solicitor), Piper Smith & Basham and CKFT to which I was not party. Ms McLean copied me on a letter dated 27 October 2003 to CKFT in which she suggested that the Witness Statements be exchanged by 12 December 2003. In her 3 November 2003 letter to me she wrote that she had received written agreement from CKFT to this.

4 96. **21 October 2003**

At 17h43 - CKFT faxed Ms McLean, Piper Smith & Basham what they described as a "***Without prejudice Part 36 offer***" (Already supplied to you in my 25 June 2004 letter – but I attach another copy¹⁰²). (Hence, this was nearly 2 hours after the time set by the court for submitting the Witness Statements in court).

Among others, in the "*offer*" it stated: "*Our client maintains that, as a result of the LVT decision dated 17 June 2003, it is entitled to payment from your client of the sum of £10,917.27, as set out in the revised major works apportionment dated 24 June 2003 issued by Messrs Martin Russell Jones*".

(NB: By then it was 4 months since the LVT had issued its determination – and CKFT was still claiming that I owed this amount. My surveyor determined that no changes had been made to the specifications i.e. the LVT's determination had not been actioned – among others, this should have included re-tendering for some of the proposed works. These items amount to £200,000 or 26% of the original sum demanded. My position which I repeated on several occasions to West London County Court was that without proper specifications and tendering process I cannot determine what – if any of this amount – I am actually liable for

¹⁰¹ West London County Court order and directions, dated 26 August 2003

¹⁰² "*Without prejudice Part 36 offer*" from Steel Services, dated 21 October 2003

under the terms of my lease).

"Your client's decision to challenge both the LVT decision and to continue to defend these proceedings is her own. Her decision to do so has caused inconvenience and expense to all the lessees of the building".

(NB: Use of the 'Business Model of the Unscrupulous Landlord in 21st Century GB': Blaming me for the situation when, in fact, the remaining uncertainties resulted only from Steel Services failure to supply the LVT with enough information to take a final decision on all the issues.

"Our client can bear the expense and inconvenience but insists that the major works must begin without any further delay so as to avoid any prejudice to other lessees and residents of the building who have, quite rightly, paid their apportioned liability" (NB: Unbelievable!).

"With that in mind, and without any admission whatsoever, our client has, once again (NB!!!) reviewed the revised apportionment dated 24 June 2003...we set out below details of the concessions our client is prepared to make... our client is also prepared notionally to utilise the reserve fund to reduce the total figure and, accordingly, your client's apportioned liability. Accordingly, the without prejudice reduced figures are...leaving your client with a liability of £6,350.85".

(NB: The offer of £6,350.85 represents an overcharge of £1,735.74)

To this CKFT added interest of £143.49. *"Accordingly, this proposal is that our client shall accept the sum of £6,494.34... If the offer is rejected and your client is held liable at the trial of this matter for a greater sum, it would be our client's intention to rely on the provisions of CPR Rule 36.21"*

4 97. The approach used by Steel Services (and its advisors) is beyond belief:

1. Tries its luck at getting £14,400.19 - declaring, under a 'Statement of Truth', that the sum is due and payable. It fails because I knew it to not be true.
2. Tries again by lowering the sum to £10,917.27 (24 June 2003 hearing). It fails, for the same reasons.
3. Tries again by lowering the sum (in July 2003) to £10,235.63 (1.956% of £34,849.00) – (and thus, continues to challenge the LVT's determination). It fails – for the same reasons.
4. A month later, having not only made no changes to the July 2003 "Revised price" but, in fact, having reverted back to the 24 June 2003 sum of £10,917.27, Ms Aysha Salim signs an application for a CMC under a 'Statement of Truth' saying that it has implemented the LVT determination and I therefore owe this money
5. Eventually it makes me an offer of £6,350 – which **still** does not reflect the LVT determination - and says: *"and you owe me interest!"*

4 98. **Why did Steel Services make me an 'offer'?** Why did not it instead: (1) revise the specification in light of the LVT determination; (2) issue a Section 20 Notice; (3) provide me with the priced specification; and then (4) demand payment in a manner compliant with the terms of my lease?

I did not want an 'offer'. This is not the basis on which the service charges operate, doing a deal with one resident, another deal with another resident, and so on, and so on.

As I wrote in my 9 August 2003 letter to Judge Wright, West London County Court (which I copied to CKFT): *"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... Nowhere does the lease state that the share of the service charges payable by individual lessees is dependent on their amount of 'backbone' and courage to challenge a demand for money they do not owe... Their resistance to prolonged harassment and intimidation... Their determination to persist in the face of adversity and their ability to handle the resulting torment, anguish and distress"

4 99. **13 November 2003**

Deadline for responding to the offer. Without going into details about events that surrounded the reply to the offer, the main thing to say about the reply that was sent by my solicitors is that it was done without my consent. I refused to endorse it as it did not contain what we had agreed.

From that time until mid December I battled with Ms McLean to get a substitute reply sent to CKFT. As I was getting nowhere, at this point I took back control of my case. This allowed me to include some key points in my reply - reference to the LVT determination' my lease, as well as to Lord Woolf's conclusion in the Ford v GKR Construction Ltd case which I had identified and believed was highly relevant in replying to CKFT. (Neither my Counsel nor my solicitor had provided me with any feedback on this).

4 100. **19 December 2003**

I sent a Notice of Acceptance to CKFT, as well as a draft consent order and a cheque for £6,350. (Notice of Acceptance already provided to you with my letter of 25 June 2004).

In the Notice of Acceptance, I stated: "I am enclosing payment of £4,095.78 (£6,350.85, minus £2,255.07 already paid to your client) - in full and final payment of my share of the costs for carrying out all the major works at Jefferson House

I accept your client's offer of £6,350.85 and of each party paying its own costs, but cannot agree to the interest charge demand of £143.49. The offer cannot be regarded as a 'Part 36 Offer'

You have described the offer as a "Part 36 Offer". The Civil Procedures Rules state the following in relation to Part 36 Offers:

*"If the process of making Pt 36 offers before the commencement of litigation is to work in the way in which the CPR intend, the parties must be provided with the information which they require in order to assess whether... to accept that offer... If a party has not enabled another party to properly assess whether or not... to accept an offer which is made because of non-disclosure to the other party of material matters, or if a party comes to a decision which is different from that which would have been reached if there had been proper disclosure, this is a material matter for a court to take into account in considering what orders it should make" (Lord Woolf, **Ford v GKR Construction Ltd** [2000] 1 All ER 802)*

In its 17 June 2003 report, the LVT concluded that it could not make a decision on items amounting in total to £144,745.87 (exc. VAT and management fee) due to lack/insufficient specification.

The lack/insufficient specification in relation to these items has not been addressed in the document sent in support of the offer. Without proper specification and tendering process, I cannot establish what - if any of this amount - I am actually liable for under the terms of my lease.

*With the addition of VAT and management fee and, given that my share of the service charge is 1.956%, it brings the amount to **£1,735.74**.*

Although there is no evidence to support this sum of £1,735.74 out of the £6,350.85 demanded - I nonetheless agree to pay it for the sake of bringing this dispute to an end.

Non-provision of the 2002 year-end accounts adds to the difficulty of my being able to "...properly assess whether or not to accept the

offer..." (CPR)

At the time of the original claim, I pointed out in my defence that the demand did not comply with the terms of my lease. In particular:... (NB: At this point I reproduced Clause 2 (d) of my lease)....

On 9 October 2003 I sent a (recorded delivery) letter to Martin Russell Jones requesting a copy of the year-end 2002 accounts within fourteen days. I am still awaiting a copy at the date of writing.

This amounts to a second difficulty in my being able to - under the CPR - "...properly assess whether or not to accept the offer... Nonetheless, for the sake of bringing the dispute to an end, I am agreeing to payment in spite of the absence of due compliance with the terms of my lease.

I am agreeing to pay the sum of £6,350.85 on the condition that it is considered to be in full and final payment of my share of the costs for carrying out all the major works at Jefferson House.

This 'Notice of acceptance' replaces the one which, I understand, was sent to you by Piper Smith & Basham, my then solicitor, on 13 November 2003"

4 101. **14 January 2004**

As by then, CKFT had not acknowledged my correspondence of 19 December (for which I had evidence of delivery to its office on 22 December), nor had it cashed my cheques, I asked that it replied to my correspondence.

4 102. **16 January 2004**

As I was concerned that CKFT could potentially say in court that it had received an envelop from me on 22 December, but that it was empty, I asked Sheratte, Caleb & Co, solicitors, to send a copy of the documents I had sent CKFT on 19 December 2003 ¹⁰³.

4 103. **27 January 2004**

Letter from CKFT to me: "We have now located (NB: !!!!) two of your letters dated 19 December 2003 attaching two cheques, one in the sum of £264.04 and the other in the sum of £4,095.78. The cheques have not been presented for payment as a result of those matters raised in your correspondence.

We are considering our position in relation to our agreement (and your apparent disagreement) with your solicitors and are also taking instructions in relation to the issue of interest. Furthermore, we are considering whether the time for acceptance of the offer has lapsed. Until such time as the matter is resolved, the cheques will not be presented unless we have your confirmation that they may be presented as a payment on account pending resolution of the matter"

Steel Services did not like the fact that I stated that my cheque was "in full and final payment of my share of the costs for carrying out all the major works at Jefferson House" ¹⁰⁴.

4 104. **16 February 2004**

My reply to CKFT: "I am most concerned that correspondence sent to you by 'special delivery' seems to be going astray in your office... It is now nearly 3 weeks since your letter and I am anxious to resolve this matter as soon as possible. I would be grateful if you would

¹⁰³ Letter from Sheratte, Caleb & Co to CKFT, dated 16 January 2004

¹⁰⁴ Letter from CKFT to me, dated 27 January 2004

revert with your client's instructions within 7 days. I reserve the right to produce this correspondence to the court in the event of protracted delay" ¹⁰⁵

4 105. **17 February 2004**

Letter from CKFT that its "client has now considered its position. Notwithstanding the fact that proper agreement as to settlement terms was reached with your previous solicitors, Piper Smith & Basham, our client is prepared to accept the sums provided by you in full and final settlement of the sums outstanding to it (NB: This is intentionally very unclear). "Accordingly, we are presenting your two cheques for payment (total value £4,359.82)" ¹⁰⁶

4 106. **27 February 2004**

My letter to CKFT requesting it sends me the consent order ¹⁰⁷

4 107. **22 March 2004**

My letter to CKFT asking for reply to my 27 February 2004 letter ¹⁰⁸

4 108. **2 April 2004**

Lack of progress in obtaining a Consent Order led me to seek advice from the Royal Courts of Justice Citizen Advice Bureau. On that date, the Citizen Advice Bureau wrote to West London County Court: "Ms Rawé has reached settlement on this matter with the Claimant and we attach .. copies of the correspondence evidencing the settlement reached... On 31 March 2004 she was advised by the Court that the Claimant had taken no steps to progress matters and she was further advised that she should complete a Listing Questionnaire..We...ask that the judge orders the Claimant to provide to the Second Defendant the signed Consent Order within 14 days so that the matter can be concluded formally" ¹⁰⁹

4 109. **21 April 2004**

Order from District Judge Wright to CKFT to "file and serve pre-trial checklist", otherwise the claim will "be struck out" ¹¹⁰

4 110. **27 April 2004**

Letter from CKFT attaching the "final draft of the Consent Order which incorporates your suggested amendments" asking me to endorse it (already supplied with my 25 June 2004 letter). The order stated:

"The Claimant having received the sum of £6,350,85 from the Second Defendant in full and final settlement of the Second Defendant's liabilities under this claim and in respect of the major works at Jefferson House to which the claim relates, all further proceedings as against the Second Defendant herein be stayed"

I totally disagreed with this because it referred to "this claim". The claim was defined

¹⁰⁵ My letter to CKFT, dated 16 February 2004

¹⁰⁶ Letter from CKFT to me, dated 17 February 2004

¹⁰⁷ My letter to CKFT, dated 27 February 2004

¹⁰⁸ My letter to CKFT, dated 22 March 2004

¹⁰⁹ Letter from the Royal Courts of Justice Citizen Advice Bureau to West London County Court, dated 2 April 2004

¹¹⁰ Order from Judge Wright to CKFT, dated 21 April 2004

as "*Major works contribution*". Hence, this left the door wide open to Steel Services to come back and ask me for another "*major works contribution*" and so on, and so on.

This was further evidenced by the fact that the draft order stated that the proceedings against me be "*stayed*".

- 4 111. I therefore wrote back with another draft order which was rejected by CKFT because I had stated: "*in full and final settlement of all claims against the Second Defendant in respect of all the major works at Jefferson House*". CKFT said to interpret this as though I was meaning that I would never pay for any works in future – which is ludicrous.

4 112. **18 May 2004**

As ever, responding immediately to requests from CKFT, West London County Court issued a Notice of Directions hearing set for 28 May ¹¹¹. Contrary to instructions, it sent it to the Citizen Advice Bureau who received it on the 21st (thereby giving just one week notice). By the time the Bureau acted on it (on 25/26 May) i.e. contacted me, I was out of the country and therefore unaware that a hearing had been set.

This hearing also concerned the 5th Defendant.

4 113. **19 May 2004**

My letter to West London County Court asking for confirmation that Steel Services has filed a listing questionnaire following the 21 April 2004 order – and in which I highlight the previous misinformation I have received from the court ¹¹²

4 114. **24 May 2004**

Date of a service demand to me by MRJ. It states "*Brought forward balance*" of £13,430.50 – with no explanation whatsoever as to what this refers to. I ignored it. (already supplied)

4 115. **26 May 2004**

I sent a letter to CKFT (already supplied) stating that is had not come back with an alternative draft and that I was attaching another one. In this draft I wrote:

"The Claimant having received the sum of £6,350.85 from the Second Defendant, this action has been settled following the determination by the Leasehold Valuation Tribunal of an identical claim, in a report dated 17 June 2003"

This became the final consent order, endorsed by the court on 1 July 2004

4 116. **26 May 2004**

Letter from CKFT to me, blaming me for the continuation of the proceedings because I refused to sign the consent order it had sent me and, again invoking '*the costs*': "*...we will be seeking an order for our client's costs in this respect*" ¹¹³

4 117. **28 May 2004**

Letter from CKFT to me noting that I did not attend the 28 May hearing and also stating: "*We cannot see why it has been necessary for you to repeatedly amend the wording of the draft order. We cannot see why you object to our proposed wording. However, we have no difficulty with the wording*"

¹¹¹ Notice of hearing from West London County Court, dated 18 May 2004

¹¹² My letter to West London County Court, dated 19 May 2004

¹¹³ Letter from CKFT to me, dated 26 May 2004

you have currently suggested..." (already supplied with my letter of 25 June 2004)

4 118. **28 May 2004**

After an unbelievable amount of chasing and complaining, weeks later I finally obtained a transcript of the hearing¹¹⁴ The 5th Defendant did not attend either. Hence, the hearing took place between Ms Ayesha Salim, CKFT and Judge Madge. During the discussion, **Ms Salim referred to a skeleton argument. CKFT did not send it to me and I have never seen it.**

In particular, from the transcript: Ms Salim: *"If I can show you - there are a few letters attached to the skeleton argument that I have handed to you"*.

Ms Salim goes on talking about me saying: *"she refused to pay the interest that had been agreed with her solicitors. Just for the sake of settling the matter we agreed to that, submitted another draft consent order, but since then the two draft orders that she has submitted to us have included monies that may be outside the scope of these proceedings"*. This last part of the comment is a complete mystery – unless it is considered in the context of subsequent events: as will be explained shortly, Steel Services opted to totally ignore the LVT determination. **By then it was nearly a year since the LVT determination and Steel Services had not implemented it.**

Judge Madge: *"Is it sensible for me simply to stay the claim against her?"*

Ms Salim: *"Yes, if I can show the last order that she sent us yesterday that she would be prepared to accept, I think that is fine"*

In relation to the 5th Defendant: Judge Madge: *"The Claimant's claim against the fifth Defendant be listed for hearing before the Circuit Judge between 1st and 31st August"*

A General form of judgment or order was then issued¹¹⁵

4 119. **9 June 2004**

Notice of Transfer of Proceedings – giving my name as the 'Defendant' and in the box headed *"To the Defendant"* states my name and my home address. The Notice reads: *"As a result of an order made on 28 May 2004, the claim has been transferred to Wandsworth County Court for trial before Circuit Judge"* (already supplied with my letter of 25 June 2004)

I am in a state of shock and panic as I simply do not understand what is going on. There is no explanation whatsoever. Why am I going to end-up in a trial? How could I possibly end-up in a trial? Yet again, and now for the third time, I find myself the victim of a complete and utter shamble by the courts.

Initially it is confirmed to me that, yes, my case is going to trial. When I challenge this by phone calls and letters, I then get the admission that my file is *"in transfer"* between the 2 courts so, *"we can't tell you why"*. Another few days of more phone calls and letters – and continuing anguish and torment – and finally I am told that *"No, this hearing is for the 5th Defendant"*. Of course, no apology in the letter I receive from Wandsworth County Court which, in fact, implies that I am idiot. And the reply to my complaint I received from the Court Service is equally arrogant and insulting to my intelligence.

5 120. **FINAL HEARING DATE AT WANDSWORTH COUNTY COURT**

¹¹⁴ Transcript of the 28 May 2004 West London County Court hearing

¹¹⁵ Order from Judge Madge, West London County Court, dated 28 May 2004

5 121. **8 July 2004**

My letter to West London County highlighting that they sent the wrong tape ¹¹⁶

5 122. **22 July 2004**

My letter to Judge Ashworth, Wandsworth County Court stating that I have been informed by Mr Zaidi that I was the Defendant in the 17 August 2004 hearing. Also, that he asked me for a copy of the Consent Order as he did not have it on file (NB: Unbelievable!). Also that:

*"I explained that I was in a state of terrible anguish and distress as I did not understand what was going on. He promised to send me a letter confirming whether or not the 17 August trial concerned me. At the date of writing - i.e. 4 days later - I have not received communication of any kind from your Court. **If the trial does concern me, then I have not been provided with any instructions whatsoever.** As you can see from the attached 'General form of judgment or order' from West London County Court dated 28 May 2004 the instructions under points 1, 2, 3 and 5 refer to Defendant # 5... that **I totally disagree** with the order captured under point #4 that the claim against me be **"stayed"***

*The issues relating to the claim have been dealt with by the Leasehold Valuation Tribunal in an identical claim which Steel Services pursued concurrently with its claim in the Court. **The LVT issued its determination on 17 June 2003. I provided a copy of the report to the Court, as well as a copy of my surveyor's 31 July 2003 assessment of the LVT determination. My letters to West London County Court of 22 June 2003, 15 July 2003 and 9 August 2003 provide comprehensive details. (NB:!!!!)***

Having fallen victim to an unscrupulous landlord, I have then been subjected to the most appalling treatment by the Courts which I can only describe as amounting to cruelty and persecution:

- if this communication that the 17 August trial does not concern me (and it seems to me that it does not) it will be the third time that I am told to respond to a Court action that does not concern me*
- nobody even bothers to reply to my letters making me endure the most awful anguish, distress and torment" ¹¹⁷*

5 123. **23 July 2004**

Letter from Wandsworth County Court: *"You are not required to attend the hearing on 17 August 2004 as your case has now been settled..." ¹¹⁸.*

And to make me feel as though I am an illiterate idiot, the next sentence reads: *"Part 5 of the order of 28 May 2004 states that it is the claim against the 5th Defendant that was to be listed"* The fact that the 9 June 2004 Notice only has my name on it – nobody else's - is totally ignored.

And more of the same insult is added with the 28 July 2004 letter ¹¹⁹

5 124. **2 August 2004**

¹¹⁶ My letter to West London County Court, dated 8 July 2004

¹¹⁷ My letter to Judge Ashworth, Wandsworth County Court, dated 22 July 2004

¹¹⁸ Letter from Wandsworth County Court, dated 23 July 2004

¹¹⁹ Letter from Wandsworth County Court, dated 28 July 2004

General form of Judgement or Order: (1) *It is ordered that the 5th Defendant do pay the Claimant the sum of £4,538.29 being the balance of the sums claimed, by 16 August 2004* (2) *The 5th Defendant do pay the Claimant's costs of these proceedings to be detailed assessed if not agreed* (3) *The 5th Defendant do pay the sum of £548.04 to the Claimant being the interest due on the sums claimed"*

So, the 5th Defendant 'caved in' but on entirely different terms from those determined by the LVT. Following the hearing on 26 August 2003, the 5th Defendant agreed to pay the sum of £8,839.36. The original sum demanded of the 5th Defendant for "Major Works Contribution" was £15,637.02.

So much for the LVT determination and Steel Services not being entitled to charge Residents differentially AND my bringing the LVT determination to the attention of Judge Ashworth in my letter dated 22 July 2004!

- 5 125. In spite of the conduct of West London County Court and Wandsworth County Court, Steel Services evidently wanted to make sure it had closure with all the Residents listed on the claim before announcing the start of the works:
- **On the same day** that the last Resident capitulated i.e. 2 August 2004, Mr Barry Martin, MRJ, sent a letter addressed to "All the Lessees" stating that (1) the contract had been awarded to Mansells; (2) that the works would start on 16 August 2004 ¹²⁰.
 - The previous communication I received about the works had been on 26 March 2004 in which Ms Hathaway stated: "Due to excessive delays in collecting the contributions...it has been necessary to commence renegotiations with the original contractor and other contractors" ¹²¹.
 - Mansells was not one of the companies who originally tendered for the contract. Between the 26 March and 2 August letters priced specifications by Mansells have not been issued and there has been no consultation process – in other words: total breach of Residents statutory rights.

In his letter, dated 2 August 2004, Barry Martin states: "At this stage we will not require further monies from you as the contract sum of £513,656.70 plus VAT will not at the present time exceed the original lowest estimate" The addition of VAT and management fees brings the total to **£669,936.75** – making this just £66,269.33, or 9% cheaper than the Killby & Gayford quote. Compare this with the LVT determination.

The evidence is clear: Steel Services is so intent on making Residents pay for works for which they are not liable that it has opted to ignore the LVT determination. (Which means that, under the L&T Act 1985, of the £6,350 it has had from me for nearly a year it can only spend £250 on Mansells). (I do not even know what works Mansells has tendered for).

The intention to make Residents pay for a lot more than they are liable under the terms of the lease has been very evident from the beginning:

- In a letter dated 26 March 2002 i.e. written **after** Mr Gale had completed his 'Condition survey' (in February 2002), Ms Hathaway wrote: "The surveyors have indicated that the cost of works is likely to be in excess of £1 million + VAT and fees..." whereas, in his Expert Witness report of 13 December 2002, Mr Gale states that he considers "the cost of works...detailed by Killby & Gayford on 8 July 2002 and totalling £564,467.00 represents a reasonable assessment of the cost of carrying out all necessary works"
- At the time of sending me the original demand, dated 17 July 2002, Ms Hathaway had written in the covering letter dated 15 July 2002: "the sum quoted may be

¹²⁰ Letter from Mr Barry Martin, MRJ, to "All Lessees", dated 2 August 2004

¹²¹ Letter from Ms Joan Hathaway, dated 26 March 2004

exceeded due either to subsequent changes in the specification..."

To these must be added letters from the person who was running the Residents Association.

- 5 126. The scaffolding started to be put in place w/c 23 August 2004 demonstrating that the need for and, indeed, "urgency" of the works had mysteriously disappeared - lasting for a period of more than 3 years:
- 7 June 2001 letter from Ms Hathaway: "...works are now overdue and it is planned to carry out a programme of refurbishment in accordance with the terms of the leases on the building in the near future... It is planned to commence the external refurbishment in the Autumn..." (supplied)
 - 15 January 2003 letter from Ms Hathaway to the LVT: "The work is becoming more urgent as there are continuing problems with the roof, lift and boiler. Due to the delay in implementing them the problem with the roof is now deteriorating and causing substantial damage to the top flats" ¹²²
 - Point 5.09 of Mr Brian Gale's 24 February 2003 "Expert Report / Evidence of Proof": "Jefferson House...It is clear, upon its face, that the building is in dire need of significant works to bring it up to a more modern standard and a proper, fit and substantial state of repair" (supplied)
 - 26 March 2004 letter from Ms Hathaway: "...the intention being that the proposed works can be started as soon as possible" (supplied)
- 5 127. On 23 October 2004 I received an invoice from Martin Russell Jones for £15,447.86 ¹²³ which includes a 'Brought forward balance' of £14,452.17.

There is no explanation whatsoever as to what this amount refers to. What is attached is what I received. (It cannot be the regular service charge as, on average they have been c. £600 p.a. The last time I paid them was for June 2003. I have requested that the December 2003 and June 2004 service charge be sent to me, but my requests have not been complied with)

I had hoped that by now common sense would prevail over greed and arrogance and that I would be left in peace. Not so. Steel Services wants to continue the fight. This leaves me no other option but to continue fighting back, in the process, adopting a strategy which fully reflects the very comprehensive knowledge and understanding I have gained on the environment in which I am operating.

As I stated in my Witness Statement: "I have consistently agreed that repair and redecoration works are required at Jefferson House...". And as I have also stated on numerous occasions: "I have an impeccable track record. What I owe I pay, what I do not owe, I will not pay"

Yours sincerely



Noëlle Rawé

¹²² Letter from Ms Joan Hathaway to the LVT, dated 15 January
¹²³ Invoice from Martin Russell Jones, dated 21 October 2004



04.11.11_List_Enclosures_2J.Hutchings(FINAL).xls

	A	B	C
	Date	Document	Date of my letter to you with which supplied
1			
2	86.03.10	Full copy of my lease, contract exchanged with Acrepost, 10 March 1986	
3	95.01.06	Extract from lease (apparently) for flat 22 supplied by Ms Hathaway with the 7 August 2002 application to the LVT	
4	95.01.25	Extract from lease for (apparently) flat 23 supplied by Ms Hathaway (on behalf of Steel Services) in filing the claim in West London County Court	
5	00.12.18	Letter from Resident H to me, dated 18 December 2000	
6	00.12.31	2000 year-end accounts for Jefferson House	
7	01.01.14	Letter from Resident H to Mr Ladsky, dated 14 January 2001	
8	01.01.14	Letter from Resident H to me, dated 14 January 2001	
9	01.01.16	Letter from Resident H to me, dated 16 January 2001	
10	01.01.21	Letter from Mr Andrew David Ladsky to me, dated 21 January 2001	
11	01.01.29	Letter from Resident H to me, dated 29 January 2001	
12	01.01.30	Letter from Resident H to me, dated 30 January 2001	
13	01.01.31	Letter from Resident H to Residents, dated 31 January 2001	
14	01.01.31	Letter from Resident H to me, dated 31 January 2001	
15	01.05.23	Letter from Resident H to me, dated 23 May 2001	
16	01.06.07	Letter from Ms Hathaway to "All Lessees", dated 7 June 2001	
17	01.11.14	Letter from Steel Services to Nucleus, Citizen Advice Bureau, dated 14 November 2001	
18	01.12.31	Copy of the year-end 2001 accounts for Jefferson House (sent to me by Martin Russell Jones)	
19	01.12.xx	Extract from draft document for intended referral to arbitration, prepared with the assistance of Nucleus, Citizen Advice Bureau	
20	02.01.02	Letter from Steel Services to Resident A, dated 2 January 2002	
21	02.01.28	Letter from Porter and Jaskel to Resident A, dated 28 January 2002	
22	02.02.26	Central London County Court claim from Steel Services, "Freeholder", to Resident A, dated 26 February 2002	
23	02.03.26	Letter from Joan Hathaway, Martin Russell Jones, to 'All Lessees', dated 26 March 2002	
24	02.06.24	Martin Russell Jones' 'Major works apportionment 24 June 2002', covering 6 flats	25-Jun-04
25	02.06.24	Martin Russell Jones' 'Major works apportionment 24 June 2002', covering the 35 flats	25-Jun-04
26	02.07.15	Letter from Joan Hathaway, Martin Russell Jones, dated 15 July 2002	
27	02.07.17	Invoice of £14,400.19 sent to me by Ms Hathaway, dated 17 July 2002	
28	02.08.07	Steel Services application to the LVT, dated 7 August 2002 - including list of service charge percentage share for each of the 35 flats	
29	02.08.20	Letter from Ms Hathaway, MRJ to "All Lessees", dated 20 August 2002	
30	02.08.30	Letter from Ms Hathaway, Martin Russell Jones, dated 30 August 2002	
31	02.09.20	Letter from Ms Hathaway, Martin Russell Jones, to me, dated 20 September 2002	
32	02.09.24	Letter from Resident D to Ms Hathaway, dated 24 September 2002	
33	02.10.07	Letter from CKFT to me, dated 7 October 2002	
34	02.10.08	Letter from LVT to me, dated 8 October 2002	
35	02.10.10	Letter from LVT to me, dated 10 October 2002	
36	02.10.17	My letter to CKFT, dated 17 October 2002	
37	02.10.20	Email from Resident C to the LVT, dated 20 October 2002	
38	02.10.21	Letter from CKFT to solicitors acting for a Resident, dated 21 October 2002	
39	02.10.21	Letter from CKFT to me, dated 21 October 2002	
40	02.10.29	Directions set by the LVT at the pre-trial hearing, dated 29 October 2002	
41	02.10.29	First 5 pages of LVT booklet, 'Applying to a Leasehold Valuation Tribunal – service charges, insurance, management	
42	02.11.01	Letter from Resident F to me, dated 1 November 2002	
43	02.11.05	Email from Mr Sandy McDougall to me re. being contacted by Mr Ladsky, dated 5 November 2002 – 15h49	
44	02.11.29	Details of claim against me court by Steel Services on 29 November 2002	25-Jun-04
45	02.11.29	Claim by Steel Services in West London County Court against 11 Residents representing 14 flats, dated 29 November 2002 - Ref: WL 203 537 (Now adding more pages to those sent on 6 Aug 04)	06-Aug-04
46	02.12.01	Fax from Ms Hathaway to the LVT, dated 1 December 2002	
47	02.12.10	My letter to West London County Court, dated 10 December 2002	
48	02.12.13	Mr Brian Gale's "Proof of Evidence of Landlord's Expert Witness (Surveyor) Brian Gale" to the LVT, dated 13 December 2002	
49	02.12.16	Letter to me sent under Ms Hathaway's name, dated 16 December 2002	
50	02.12.17	My letter to West London County Court, dated 17 December 2002	

04.11.11_List_Enclosures_2J.Hutchings(FINAL).xls

	A	B	C
	Date	Document	Date of my letter to you with which supplied
1			
51	02.12.17	My 17 December 2002 defence to Steel Services West London County Court claim, ref: WL 203 537	
52	02.12.18	My 18 December 2002 letter to Mr David Stewart, LVT, informing that I have note received information from MRJ	
53	03.01.12	My letter to the LVT, requesting postponement of hearing due to non-compliance of directions by MRJ, dated 12 January 2003	
54	03.01.12	My letter to Ms Hathaway, dated 12 January 2003, stating non-compliance with my request	
55	03.01.20	Letter from Ms Joan Hathaway to the LVT, dated 20 January 2003	
56	03.01.23	Letter from CKFT to me requesting copy of my lease, dated 23 January 2003 (letter used as reply)	
57	03.01.24	Letter from West London County Court to me, dated 24 January 2003 stating that I need to get agreement from the Claimant for the claim to be stayed (What a great suggestion!!)	
58	03.02.24	My surveyor, Mr Tim Brock, LSM Partners, report "Expert Witness" report, to the LVT, dated February 2003	
59	03.02.24	Mr Brian Gale's "Expert report/Proof of evidence" report to the LVT, dated 24 February 2003, to the LVT	
60	03.03.13	My 13 March 2003 reply to Brian Gale's Sections 2 of his 'Expert Report / Proof of Evidence' report, dated 24 February 2003 (and handed by my Counsel to the LVT)	
61	03.03.21	Notice of hearing from West London County Court for 4 April 2003, dated 21 March 2003	
62	03.03.25	My letter to West London County Court, dated 25 March 2003 (highlighting for the 3rd time the LVT proceedings)	
63	03.03.27	Reply dated 27 March 2003 from West London County Court to my 25 March letter, stating that: "my request will be considered at the 4th April 2003 hearing"	
64	03.03.30	My letter, dated 30 March 2003, to Ms J.S.L Goulden, Mr J.R. Humphrys, Dr A.M. Fox, Leasehold Valuation Tribunal – and copied to District Judge, West London County Court	
65	03.04.01	My letter to West London County Court, dated 1 April 2003	
66	03.05.23	CKFT application to West London County Court for a Case Management Conference, dated 23 May 2002 (should read '2003')	
67	03.06.12	Notice of hearing for 24 June from West London County Court, dated 12 June 2003	
68	03.06.17	Full copy of the LVT determination, dated 17 June 2003 (Ref LVT/SC/007/120/02)	
69	03.06.17	Extracts from LVT determination, Ref LVT/SC/oo7/120/02, dated 17 June 2003	30-Aug-04
70	03.06.17	My letter to West London County Court, dated 17 June 2003 (pointing out for the 6th time the LVT proceedings)	
71	03.06.22	My letter to District Judge, West London County Court, dated 22 June 2003 (detailing findings from the LVT)	25-Jun-04
72	03.06.23	Letter of 23 June 2003 from West London County Court in reply to mine of 17 June stating that the 24 June will take place	
73	03.06.24	Case Management Summary, handed to me by Mr Silverstone, CKFT, at the 24 June 2003 West London County Court hearing	
74	03.06.24	Draft order, handed to me by Mr Silverstone, CKFT, at the 24 June 2003 West London County Court hearing	
75	03.06.24	General Form of Judgment or Order, West London County Court, dated 24 June 2003	06-Aug-04 & 30-Aug-04
76	03.06.25	Letter from CKFT, dated 25 June 2003	25-Jun-04
77	03.06.30	My calculation of the impact of the 17 June 2003 LVT determination on my share of the costs – About which in my 25 June 2004 letter to you I stated, among others: "Viewed globally, it means that of the £736,206.08 demanded by Steel Services, £500,000.00 was actually deemed by the LVT as unreasonable"	25-Jun-04
78	03.06.30	My calculations of the impact on the whole block of the reductions detailed by Martin Russell Jones	25-Jun-04
79	03.07.15	My letter to West London County Court, dated 15 July 2003 (detailing for the 2nd time the LVT main findings)	
80	03.07.17	"Revised price" specification, with covering letter from CKFT, dated 17 July 2003 (detailing for the 2nd time the LVT main findings)	
81	03.07.21	Reply from the LVT to CKFT, dated 21 July 2003	
82	03.07.24	Letter from CKFT to me, date 24 July 2003	
83	03.07.31	Assessment by Mr Tim Brock, LSM Partners, of Steel Services "Revised Price" document sent by CKFT with a correspondence dated 17 July 2003	
84	03.08.05	Letter from Ms Hathaway to "All Lessees", dated 5 August 2003	

04.11.11_List_Enclosures_2J.Hutchings(FINAL).xls

	A	B	C
	Date	Document	Date of my letter to you with which supplied
1			
85	03.08.05	Letter from CKFT to me, dated 5 August 2003	
86	03.08.06	CKFT's Case Management Conference and Application hearing, dated 6 August 2003	
87	03.08.07	Letter from CKFT to Healys, solicitors, dated 7 August 2003 (arguing Steel Services is under no obligation to use the contingency fund)	
88	03.08.09	My letter to District Judge Wright, West London County Court, dated 9 August 2003 (detailing for the 3rd time the LVT main findings)	02-Jul-04
89	03.08.19	Letter from MRJ to me, dated 19 August 2003	02-Jul-04
90	03.08.26	West London County Court order and directions, dated 26 August 2003	
91	03.10.09	My 9 October 2003 letter to Ms Hathaway (requesting the 2002 accounts)	
92	03.10.19	My Witness Statement, dated 19 October 2003	25-Jun-04
93	03.10.21	"Without prejudice Part 36 Offer" from CKFT, dated 21 October 2003	25-Jun-04
94	03.10.28	Mr Tim Brock, LSM Partners, assessment of Steel Services' offer to me of 21 October 2003, dated 28 October 2003	
95	03.12.19	My Notice of Acceptance to CKFT, dated 19 December 2003	25-Jun-04
96	03.12.31	My letter to MRJ, dated 31 December 2003	02-Jul-04
97	04.01.16	Letter from Sheratte, Caleb & Co to CKFT, dated 16 January 2004	
98	04.01.27	Letter from CKFT, dated 27 January 2004 (claiming it has "only just found" my 19 December letter)	
99	04.02.16	My letter to CKFT, dated 16 February 2004	
100	04.02.17	Letter from CKFT to me, dated 17 February 2004	
101	04.02.27	My letter to CKFT, dated 27 February 2004	
102	04.03.22	My letter to CKFT, dated 22 March 2004	
103	04.03.26	Letter from Ms Joan Hathaway, dated 26 March 2004	
104	04.04.02	Letter from the Royal Courts of Justice Citizen Advice Bureau to West London County Court, dated 2 April 2004	
105	04.04.21	Order from Judge Wright to CKFT to file Listing questionnaire, dated 21 April 2004	
106	04.04.26	Land Registry, Title # NGL373 333, Leasehold owner, Steel Services Limited, dated 26 April 2004; Land Registry, Title # 69051, Freehold owner, Jefferson House Limited, dated 26 April 2004; Land Registry, Title # 101 949, Freehold owner, Jefferson House Limited, dated 26 April 2004 Land Registry, Title # 69437, Freehold owner, Jefferson House Limited, dated 26 April 2004 Land Registry, Title # 69051, Freehold owner, Jefferson House Limited, dated 26 March 2002 Land Registry, Tile # NGL 373 333, Leasehold owner, Steel Services Limited, dated 26 March 2002 British Virgin Islands, Company Register, Steel Services Limited, IBC # 199 568, dated 23 April 2004	30-Aug-04
107	04.04.27	Consent Order from CKFT (sent in a correspondence dated 27 April 2004)	25-Jun-04
108	04.05.18	Notice of hearing from West London County Court, dated 18 May 2004	
109	04.05.19	My letter to Martin Russell Jones, dated 19 May 2004 (requesting the 2002 accounts)	06-Jun-04
110	04.05.19	My letter to West London County Court, dated 19 May 2004	
111	04.05.24	Invoice of £13,430 from Martin Russell Jones - with no explanation, dated 24 May 2004	25-Jun-04
112	04.05.26	My letter of 26 May 2004 to CKFT, with Consent Order	25-Jun-04
113	04.05.26	Letter from CKFT to me, dated 26 May 2004	
114	04.05.28	Letter from CKFT to me, dated 28 May 2004	25-Jun-04
115	04.05.28	Transcript of the 28 May 2004 West London County Court hearing	
116	04.05.28	Order from Judge Madge, West London County Court, following 28 May 2004 hearing	
117	04.06.08	My letter to CKFT, dated 8 June 2004	25-Jun-04
118	04.06.08	West London County Court 'General form of judgment or order', dated 8 June 2004	25-Jun-04
119	04.06.09	Notice of transfer of Proceedings, dated 9 June 2004	25-Jun-04
120	04.06.15	Letter from CKFT, dated 15 June 2004	25-Jun-04
121	04.06.20	My letter to West London County Court, dated 20 June 2004	25-Jun-04
122	04.06.24	Letter from West London County Court to me, dated 23 June 2004	
123	04.07.01	Consent Order dated 1 July 2004	
124	04.07.08	My letter to West London County Court, dated 8 July 2004	
125	04.07.18	My letter to Ms Hathaway, dated 18 July 2004 (requesting 2002 accounts)	
126	04.07.22	My letter to Judge Ashworth, Wandsworth County Court, dated 22 July 2004 (thereby making it the 8th time I highlight the LVT action to the courts)	
127	04.07.23	Letter from Wandsworth County Court, dated 23 July 2004	
128	04.07.28	Letter from Wandsworth County Court, dated 28 July 2004	

04.11.11_List_Enclosures_2J.Hutchings(FINAL).xls

	A	B	C
	Date	Document	Date of my letter to you with which supplied
1			
129	04.08.02	Letter from Mr Barry Martin, MRJ, to "All Lessees", dated 2 August 2004 (informing of appointment of Mansells and of costs that are nearly as high as the original demand)	
130	04.08.04	Letter from Barry Martin to me, dated 4 August 2004	
131	04.08.11	My letter to Mr Barry Martin, MRJ, dated 11 August 2004	
132	04.10.21	Invoice from Martin Russell Jones for £14,452 with no explanation, inc. breach of contract re. ground rent, as well as mistakes, dated 21 October 2004	
133	04.11.02	My email of 1 November 2004, 9:58, to Ms Carretas and her reply of 2 November 2004	
134	04.11.10	My letter to Mr Gerald Wild, dated 10 November 2004	
135	xx.xx.xx	My Draft Supplemental Witness Statement – not dated	25-Jun-04