

Our Ref: JEFFERS/003

Received on 18 Feb.

Ms N Y S Klosterkotter-Dit-Rawe
3 Jefferson House
11 Basil Street
London
SW3 1AX

See on my website, Martyn
Gerrard, under Advisors to
Jefferson House, for my comments
in relation to this correspondence -
for which the summary is FRAUD

16th February 2011

Dear Ms Klosterkotter-Dit-Rawe

RE: 3 Jefferson House

I would like to introduce myself as the Head of Block Management for Martyn Gerrard who have now taken over as managing agents of Jefferson House in replacement of Martin Russell Jones.

I have enclosed here with this letter a service charge demand for the forth coming year based on figures that we have received from the previous managing agents.

Should you have any queries please feel free to contact myself or a member of my team in Block Management and we will do our best to assist.

I have also included a Section 20 Notice in regard to the boiler house. Whilst we are still carrying out investigations and looking at the reports that have been passed to us by Martin Russell Jones, it would appear that there is no doubt that works need to be carried out this year to ensure that the heating will function correctly next winter. To this end whilst preparatory work is going on we have started the legal consultation progress so that hopefully the work can commence during the summer months.

Obviously we are just getting to grips with the problems related to the property should you have any information that you believe may be useful I would be more than glad to hear from you and look forward to a long and productive association with Jefferson House.

Yours Sincerely,



Tom O'Kane M.C.I.O.B, Assoc. R.I.C.S.
Senior Property Management Surveyor
MARTYN GERRARD ESTATES AGENTS
blockmanagement@martyngerrard.co.uk

Whetstone / North Finchley / Finchley Central / East Finchley / Muswell Hill / Crouch End / Kentish Town / Mill Hill

Martyn Gerrard is the trading name for the North London Network Ltd. Registered in England No. 2441809

Registered Office: 5th Floor, 7-10 Chandos Street, Cavendish Square, London W1G 9DQ. Company Secretary: J. Gower

Directors: M. Gerrard MRICS FNAFA, S.E. Gerrard MNAEA MARLA, J. Harrington, D.H. Smith FNAEA MARLA, W.A. Price, S.M. Gerrard MA FICBA MRCS.

Assoc. Director: Gregory Tsouman MARLA



martyngerrard.co.uk

Ms N Y S Klosterkotter-Dit-Rawe
3 Jefferson House
11 Basil Street
London
SW3 1AX

Date: 16 Feb 2011

Our Ref: JEFFERS/003-DR

Page No: 1

Application For Service Charges etc

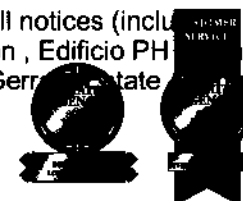
Property: 3 Jefferson House

Date	Description	Debit	Credit	Balance
	Balance Brought Forward			0.00
25 Dec 2010	Ground Rent 25 Dec 2010 to 23 Jun 2011	300.00		300.00dr
1 Jan 2011	Interim S/Charge (Schedule 1) 1 Jan 2011 to 31 Dec 2011	2,959.12		3,259.12dr
1 Jan 2011	Interim S/Charge (Schedule 2) 1 Jan 2011 to 31 Dec 2011	508.56		3,767.68dr
10 Feb 2011	balance brought forward from previous managing agents as at 9th February 2011	24,066.87		27,834.55dr
	Amount Now Due			27,834.55dr

PLEASE MAKE CHEQUES PAYABLE TO:- "MARTYN GERRARD"

Payments not received within 14 days of this letter will automatically incur a Late Payment charge of £30.00 and will incur a further Administration cost of £60.00 everytime it is necessary for us to chase the outstanding

NOTICE IS HEREBY GIVEN pursuant to the Landlord and Tenant Act 1987 Section 48 that all notices (including notices in proceedings) may be served upon the Head lessee:- Rootstock Overseas Corporation, Edificio PH 2000, Calle 50, Apartado 6307, Republic of Panama, address for service in the UK c/o Martyn Gerrard, 197 Ballards Lane, Whetstone / North Finchley / Finchley Central / 197 Ballards Lane Finchley London N3 1LP Mill Hill



Service Charges - Summary of tenants' rights and obligations

- 1) This summary, which briefly sets out your rights and obligations in relation to variable service charges, must by law accompany a demand for service charges. Unless a summary is sent to you with a demand, you may withhold the service charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
- 2) Your lease sets out your obligations to pay service charges to your landlord in addition to your rent. Service charges are amounts payable for services, repairs, maintenance, **improvements**, insurance or the landlord's costs of management, to the extent that the costs have been reasonably incurred.
- 3) You have the right to ask a leasehold valuation tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, **improvements**, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine-
 - who should pay the service charge and who it should be paid to;
 - the amount;
 - the date it should be paid by; and
 - how it should be paid.

However, you do not have these rights where-

- a matter has been agreed or admitted by you;
 - a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; or
 - a matter has been decided by a court.
- 4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
 - 5) Where you seek a determination from a leasehold valuation tribunal, you will have to pay an application fee and, where the matter proceeds to a hearing, a hearing fee, unless you qualify for a waiver or reduction. The total fees payable will not exceed £500, but making an application may incur additional costs, such as professional fees, which you may also have to pay.
 - 6) A leasehold valuation tribunal has the power to award costs, not exceeding £500, against a party to any proceedings where-
 - it dismisses a matter because it is frivolous, vexatious or an abuse of process; or
 - it considers a party has acted frivolously, vexatiously, abusively, disruptively or unreasonably.The Lands Tribunal has similar powers when hearing an appeal against a decision of a leasehold valuation tribunal.
 - 7) If your landlord-
 - proposes works on a building or any other premises that will cost you or any other tenant more than £250, or
 - proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period,
 - your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or a leasehold valuation tribunal has agreed that consultation is not required.
 - 8) You have the right to apply to a leasehold valuation tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.
 - 9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must-
 - cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or
 - cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods.

The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.

- 10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.
- 11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.
- 12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case."

Ms N Y S Klosterkotter-Dit-Rawe
3 Jefferson House
11 Basil Street
London
SW3 1AX

16 February 2011

Our Reference: JEFFERS/003

**COMMONHOLD AND LEASEHOLD REFORM ACT 2002,
SECTION 166
NOTICE TO LONG LEASEHOLDERS OF RENT DUE**

To: **Ms N Y S Klosterkotter-Dit-Rawe**

This notice is given in respect of:

3 Jefferson House 7-13 Basil Street London

In accordance with the terms of your lease the amount of **300.00** was due on **25th December 2010**

This rent was payable in respect of the **period 25th December 2010 to 23rd June 2011**

Payment should be made to: **Martyn Gerrard**
"Martyn Gerrard House"
197 Ballards Lane
Finchley
London N3 1LP.

This notice is given by: **Rootstock Overseas Corporation**

NOTES FOR LEASEHOLDERS

Read this notice carefully. It sets out the amount of rent due from you and the date by which you must pay it. You are advised to seek help immediately, if you cannot pay, or dispute the amount. Those who can help you include a citizen's advice bureau, a housing advice centre, a law centre and a solicitor. Show this notice and a copy of your lease to whoever helps you.

The landlord may be able to claim additional sums from you if you do not pay by the date specified in this notice. You may have the right to challenge the reasonableness of any additional sums at a leasehold valuation tribunal.

Section 167 of the Commonhold and Leasehold Reform Act 2002 and regulations made under it prevent your landlord from forfeiting your lease for non-payment of rent, service charges or administration charges (or a combination of them) if the amount owed is £350 or less, or none of the unpaid amount has been outstanding for more than three years.

Ms N Y S Klosterkötter-Dit-Rawe
 3 Jefferson House
 11 Basil Street
 London
 SW3 1AX

Date: 16 Feb 2011

Property Ref: JEFFERSO
 Tenant Ref: JEFFERS/003

3 Jefferson House, Jefferson House

SERVICE CHARGE ESTIMATES FOR THE PERIOD ENDED: 31 Dec 2011

Schedule: Schedule 1

Description	Total	Share	Amount
General Maintenance	15,000.00dr	1.732000%	259.80dr
Maintenance of the Lift	2,500.00dr	1.732000%	43.30dr
Communal Electricity	9,000.00dr	1.732000%	155.88dr
Gardening	1,200.00dr	1.732000%	20.78dr
Insurance	32,000.00dr	1.732000%	554.24dr
Insurance Engineering	500.00dr	1.732000%	8.66dr
Entryphone	3,000.00dr	1.732000%	51.96dr
Door Entry Surveillance	2,000.00dr	1.732000%	34.64dr
Pest or Rodent Control	2,500.00dr	1.732000%	43.30dr
Legal Fees	10,000.00dr	1.732000%	173.20dr
Fire Risk Assessment	300.00dr	1.732000%	5.20dr
Accountants Fees	3,000.00dr	1.732000%	51.96dr
Office Rent	5,500.00dr	1.732000%	95.26dr
Bank Charges	350.00dr	1.732000%	6.06dr
Porters Expenses	28,000.00dr	1.732000%	484.96dr
Porters Telephone	1,000.00dr	1.732000%	17.32dr
Sundry Expenses	20,000.00dr	1.732000%	346.40dr
Sinking Fund	20,000.00dr	1.732000%	346.40dr
Management Fee	15,000.00dr	1.732000%	259.80dr
Total for Schedule:	170,850.00dr		2,959.12dr

Schedule: Schedule 2

Description	Total	Share	Amount
Gas Supply	16,000.00dr	1.956000%	312.96dr
Boiler Repairs & Maintenance	10,000.00dr	1.956000%	195.60dr
Total for Schedule:	26,000.00dr		508.56dr

Total for Property: 196,850.00dr **Total for Tenant:** 3,467.68dr

Our Ref: TOK/JEFFERS/003

Ms N Y S Klosterkotter-Dit-Rawe
3 Jefferson House
11 Basil Street
London
SW3 1AX

16th February 2011

**STAGE 1 NOTICE OF INTENTION TO CARRY
OUT WORK AT**

Dear Ms Klosterkotter-Dit-Rawe

It is the intention of Martyn Gerrard on behalf of Rootstock Overseas Corporation to enter into an agreement to undertake works in respect of which we are required to consult the leaseholders (see Note 1 overleaf). This Notice represents part 1 of a three part consultation process.

The works to be carried out under the agreement are *Renewal of boilers and the overhauling of the central and domestic heating system to the property.*

We invite you to make written observations in relation to the proposed works by sending them to Mr. T.O'Kane:- Martyn Gerrard Estate Agents, Block Management Department, Martyn Gerrard House, 197 Ballards Lane, Finchley Central, London N3 1LP. The Notice/consultation period will end on 23rd February 2011 (see Note 3 overleaf).

You are also invited, if you wish to propose within 30 days of the date of this Notice, the name of the person from whom we should try to obtain an estimate for carrying out the proposed works as outlined above. Please be aware that we can only consider contractors who can provide professional references, financial history, have the appropriate insurances and fully illustrate that they are compliant with relevant Health & Safety Regulations.

Yours sincerely,



Tom O'Kane M.C.I.O.B, Assoc. R.I.C.S.
Senior Property Management Surveyor
MARTYN GERRARD ESTATES AGENTS
blockmanagement@martyngerrard.co.uk

Whetstone / North Finchley / Finchley Central / East Finchley / Muswell Hill / Crouch End / Kentish Town / Mill Hill

Martyn Gerrard is the trading name for the North London Network Ltd. Registered in England No. 2441809

Registered Office: 5th Floor, 7-10 Chandos Street, Cavendish Square, London W1G 9DQ. Company Secretary: J. Gower

Directors: M. Gerrard MRICS FNAL, S.E. Gerrard MNAEA MARLA, J. Harrington, D.H. Smith FNAEA MAR: A, W.A. Price, S.M. Gerrard MA FICBA MRICS.

Assoc. Director: Gregory Tsurman MARLA



martyngerrard.co.uk

NOTES RELATING TO SECTION 1,2,3 NOTICES.

Notes

1. Section 20 of the Landlord and Tenant Act 1985 (as amended) ('the 1985 Act') provides that a landlord (as defined by Section 30 of the 1985 Act) must consult leaseholders who are required under the terms of their leases to contribute (by payment of service charges) to costs incurred under qualifying works, where the contribution of any one leaseholder will exceed £250. 'Qualifying works' are defined by Section 20ZA of the 1985 Act.
2. Where a notice specifies a place and hours for inspection:
 - a. the place and hours so specified must be reasonable; and
 - b. a description of the proposed works must be available for inspection, free of charge, at that place and during those hours. If facilities to enable copies to be taken are not made available at the times at which the description may be inspected, the landlord shall provide to any leaseholder, on request and free of charge, a copy of the description.
3. The landlord has a duty to have regard to written observations made within the consultation period by any leaseholder or recognised tenants' association. 'Recognised tenants' association' is defined by Section 29 of the 1985 Act. The landlord is also required to state his response in writing to the person making written observations within the consultation period, within 21 days of receiving them.