

Ms J. Hathaway
Martin Russell Jones
5 Watford Way
Hendon Central
London NW4 3JN

Ms Noëlle K-Dit-Rawé
3 Jefferson House
11, Basil Street
London SW3 1AX

16 September 2002

(Sent recorded delivery)

Dear Ms Hathaway,

Building works at Jefferson House

Further to your reply of 30 August to my letter of 11 August, I require the following before I can agree to your demand:

1. Please confirm that all 35 lessees have been asked to pay the proper amount according to their allocated percentage
2. Point noted
3. In your letter of 15 July, page 1, you state that: "... it is the intention of Steele (sic) Services to instruct Killby and Gayford to carry out the work"

Page two of your letter of 15 July 2002 states that the total cost of the work from Messrs Killby and Gayford is **£564,467.00** + VAT + professional fees + VAT on professional fees bringing the total to £736,206.09. This is the amount on which you have calculated my contribution of £14,400.19

You state on page one of your letter that "*Photocopies of the estimates are enclosed with this notice*". This is not the case, as the 'Summary of Tender' you have included in the attachments amounts to a total cost of **£769,894.60** (excluding VAT and, evidently, any other costs). Judging from page one of your letter, this tender is from the other contractor, C.I.C. Contractors Ltd.

Therefore, other than a lump sum, you have not provided me with any cost information justifying your demand for £14,400.19.

Please inform your client of the following legal requirements under Section 20 of the Landlord and Tenant Act 1985:

(4)(b) A notice accompanied by a copy of the estimates shall be given to each of these tenants or shall be displayed in one or more places where it is likely to come to the notice of all those tenants

When your client has complied with this legal requirement, thereby giving me the opportunity to have a look at the detailed specification of the works - duly priced - I will let you know whether I require my own copy.

4. Thank you for confirming this point

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6. Extracts from the February 2002 report by Michael Jones & Associates, for example, that:

“...numerous items detailed in our report should have been undertaken by the incumbent maintenance contractor... routine visits for November, December 2001 and January 2002 appear to have been missed... The incumbent maintenance contractor should be approached to explain this oversight and advise on any financial recompense due to the client (ie. due to the residents)”

contradicts your statement that “*the lift is maintained on a regular basis*”.

As managing agents for the block, your firm has a duty to ensure that the lift is properly maintained. On the face of it, you have failed to comply with this obligation.

- 6.1 I would like written confirmation that:

the new lift will be a replacement of like-for-like in terms of number of floors served

7. The fact that the application has been renewed implies a serious intention to build the penthouse flat. I would like a clear indication as to when it is intended to carry out this development.

Even if a delay of several years is anticipated, this would not justify the substantial expenditure being proposed now.

8. The accounts only state the amount charged every year i.e. do not provide any detail of the works undertaken.

For the years 1992 to 2000 the total sum charged to ‘General repairs and maintenance’ amounts to **£54,216.41**. This excludes £3,980.00 charged for ‘Porter – Repairs and renewal’ for the years 1992 to 1997 inclusive.

Therefore, I repeat my request for: “A summary of the maintenance works carried out at Jefferson House in each of the last ten years – with costs”

9. Since 1993, details of the **Contingency Fund** were only provided in 1993, 1998 and 2000.

- 9.1 How much is currently being held in the fund?

- 9.2 Why is the fund not used as contribution towards the proposed building works?

- 9.3 At **year end 2000**, the size of the fund was stated as **£104,635.10**. Why is the level of the fund so obviously inadequate to meet the level of expenditure proposed?

Had the fund been properly managed, a much larger amount would have accumulated over the last 10 years to meet the expenditure now proposed.

In addition, **mismanagement of the fund** means that tenants who sold their flats in recent years have not been made to pay their fair share to address the ‘wear and tear’ of the building, leaving current tenants to face a much larger bill.

10. Regarding the point in your letter of 15 July 2002 about “*subsequent changes in the specification*” – I stress that I expect a Section 20 Notice to be issued ahead of any demand for contribution to costs resulting from changes in specifications – not merely to

10. Regarding the point in your letter of 15 July 2002 about "*subsequent changes in the specification*" – I stress that I expect a Section 20 Notice to be issued ahead of any demand for contribution to costs resulting from changes in specifications – not merely to "*be advised*".

Finally, I would also like to remind you of my request of 11 August (sent recorded delivery) for a breakdown of the electricity charges of £78.17 for the period 12 July 2001 to 21 January 2002 as indicated in the statement dated 9 July 2002 you attached to your letter of 11 July 2002.

Regards,



Noëlle Rawé

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