

Ms J. Hathaway  
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Hendon Central  
London NW4 3JN

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

6 July 2003

(Sent recorded delivery)

Dear Ms Hathaway,

**Revised amount for major works - Electricity standing charge – Trustee accounts**

**1. Revised amount for major works**

At the West London County Court case management hearing on 24 June 2003 Mr Silverstone, CKFT, gave me the attached document on your firm's headed paper "Outstanding at 24 June 2003" "Flat 3, Original £14,400.19. Revised £10,917.27" – with no supporting document as to how this revised amount was arrived at.

I disagree with this amount on the basis that my surveyor, Mr Tim Brock, assesses the 17 June 2003 LVT decision as follows:

- 1) they have disallowed **£132,858.00** on the basis that the items were either unreasonable, or improvements and thus, under the terms of the lease, could not be charged to the lessees

As stated in the last paragraph of the LVT's decision: "...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) for some other items, amounting in total to **£144,745.87** they have stated that they could not make a decision as the specifications were insufficient. (Hence specifications for these items need to be re-drawn and should be re-tendered)
- 3) they have stated that the current reserve fund of **£141,977.00** should be used as contribution towards the major costs as this is the purpose of such fund, to quote the LVT: (point 63): "The wording of the clause relating to the contingency 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... the Tribunal considers it inequitable that this fund should not be used in part to fund the works"

**Please, revise the amount accordingly – and include breakdown of your calculations.**

**2. Electricity**

In the current West London County Court claim filed against me you have included my outstanding electricity charge comprising standing charge, as well as some consumption amounts.

In my last correspondence to you of 1 June 2003 I once again requested that you send me copy of the invoices from London Electricity

- (1) the last two quarters of 1999 as in Q3 of 1999 the standing charge was £12.58 (and had been such in previous quarters) while in Q4 (from 13 Oct 1999 to 17 Jan 2000) it jumped to £19.96 (i.e. a 59% increase).
- (2) Quarters of year 2000 and 2001 as the standing charge remained constant at £19.96 up to 27 Mar 2001 (i.e. for 17 months) and was then increased in the next quarter ie. from 28 March 2001 to £20.68 (making it a 64% increase since Q3 1999)

as a means of resolving once and for all the issue of the standing charge which is that:

- when I contacted London Electricity in 2000 they told me that, rather than going up, the standing charge had in fact gone down
- you maintain that what you are charging me "... is the figure that is charged by London Electricity." (You have also stated that "...the standing charge varies according to the period that the account covers" (which is what I would expect but, as supported by the evidence, this has clearly not been the case).

To date, you still have not complied with my request. This now makes it the **tenth time** I am raising this issue. **What have you got to hide?**

In relation to charges for consumption of electricity you also included on the current claim filed with West London County Court, I have, also on numerous occasions, stated to you that:

- I have not yet received an electricity invoice for the periods of 21 October 2000 to 18 January 2001, and 12 July 2001 to 21 January 2002

Likewise, you still have not complied with my request. **Why?**

**I therefore reiterate the request: please, send me copy of these invoices.**

### 3. Trustee accounts

This is also another outstanding request I now raise for the third time.

As per my rights under Section 22 of the Landlord and Tenant Act 1985, and as a contributor and beneficiary to the trust fund in which contributions to service charges - including for major works - are held, can you please send me copy of the statements issued by the bank(s)/building society(ies) in which the trust fund is held for the period starting December 2002.

**Please, comply with all of the above requests by Monday 14 July.**

Yours sincerely,



Noelle Rawe

cc. Mr Silverstone, CKFT

Enc. Martin Russell Jones' "Major works apportionment 24 June 2002, Outstanding at 24 June 2003"

