

See my covering letter of 2 February 2005

Ms Noëlle Klosterkotter-Dit-Rawé
3 Jefferson House, 11 Basil Street, London SW3 1AX
Complaint against Ms Joan Doreen Hathaway, M.R.I.C.S. and Mr Barrie Martin, F.R.I.C.S.,
Martin Russell Jones, London NW4 3JL
2 February 2005

CONTENTS

See the page Royal Institution of Chartered Surveyors for the series of 'Get lost!' and ultimate GET LOST I received from the RICS following my complaint, incl. the last 2 sections for its attempt to gag me in 2008

1	SUMMARY OF COMPLAINT	1
2	BACKGROUND INFORMATION	20
2.1	My case.....	20
2.2	MRJ and its client, Steel Services i.e. Mr Andrew David Ladsky et. al	20
2.3	Within weeks of being appointed as managing agents for the block in summer 1989 Ms Hathaway had revealed her true colours: liberal use of the threat of prosecution for non-payment of service charge; dishonesty; highly incompetent management	20
2.4	Frequent changes in the domicile of Steel Services	22
2.5	For at least 3 months (and possibly longer) Ms Hathaway claimed to be acting for Steel Services when, in fact, the evidence suggests it was a non-existent entity	22
2.6	MRJ's client – Mr Andrew David Ladsky	25
2.7	There is a saying: <i>'Birds of a feather flock together'</i> . The rest of this document provides the perfect example	29
3	THE CONDITION SURVEY FOR MAJOR WORKS AT JEFFERSON HOUSE	29
3.1	Given Mr Ladsky's on-going harassment and intimidation of the person heading our Residents Association (leading to her departure), not only was there no point reforming a 'proper' association, it would not be recognised. Very clearly, Mr Ladsky had the full support of Ms Hathaway in this.	30
3.2	In fact, it became immediately evident that I had exposed an intended scam as, within days of sending this email to Ms Hathaway, I started to suffer on-going harassment and intimidation, as well as assault.	31
3.3	One of many lies from Ms Hathaway as will be demonstrated in the rest of this document.	32
4	SERVICE CHARGE DEMAND	32
4.1	From where does the 11% management fee come from? In his 20 December 2001 letter Mr Gale stated 10%. Who stood to benefit from the additional £5,500?.....	32
4.2	This, combined with the fact that the only costings we had been provided with were contained in Ms Hathaway's letter of 15 July 2002, reinforced my view that the ultimate intention was to charge residents for works we should not be paying for	32
4.3	The filing of an application to the Leasehold Valuation Tribunal by Ms Hathaway on 7 August 2002 provided further evidence of an intended scam	33
4.4	Contrary to Ms Hathaway's claim, her letter of 15 July 2002 was not a Section 20 Notice as, among others, a duly priced specification had not been made available to residents	33
4.5	Hence, Ms Hathaway was asking residents 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.....	35

For subsequent events with MRJ see:

- Portner and Jaskel, incl my 3 June 2008 Witness Statement
- My Diary 13 July 2010

4.6	Ms Hathaway and her client's interpretation of Section 20 – (4) (e) of the Landlord and Tenant Act 1985 “The landlord shall have regard to any observations received in pursuance of the notice” was to respond with the threat of prosecution – as well as forfeiture of my lease.....	35
4.7	Two weeks later ‘reinforcement’ came in the form of a letter from CKFT in which it threatened to forfeit my lease and contact my mortgage lender unless I paid the sum demanded by 14 November 2002	36
4.8	Very clearly, Steel Services and its ‘colluding puppets’, Ms Hathaway and CKFT, saw me as ‘fair game’ for blackmail to extort monies from me not due and payable.....	37
4.9	The collusion between Ms Hathaway and CKFT in the use of blackmail and intimidation tactics for the purpose of aiding and abetting a client in the acquisition of criminal property is also evident from parts of this letter	38
4.10	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. Ms Hathaway played a critical part in this	39
5	FILING OF CLAIM IN WEST LONDON COUNTY ON 29 NOVEMBER 2002	40
5.1	Hence, Ms Hathaway filed a totally false claim against me in court.....	40
5.2	From the time she filed the claim in West London County Court on 29 November 2002 until August 2004, Ms Hathaway committed offences under the Defamation Act 1996 as she supplied false information that was captured in court documents with my name on them and these were circulated to other residents at Jefferson House and, hence, the public at large.....	41
5.3	Concurrently, Ms Hathaway also continued to commit criminal offences under the Money Laundering Regulations / Proceeds of Crime Act 2002 and the Criminal Justice Act & Public Order Act 1994.....	41
5.4	Ms Hathaway filed a claim in West London County Court against 11 residents – in the full knowledge that residents had been specifically told by the LVT to NOT PAY the sum demanded until it had reached a determination and it had therefore been implemented	41
5.5	The claim filed – and signed under a ‘Statement of Truth’ - by Ms Hathaway in West London County Court is false on several counts:.....	41
5.6	Contrary to the Particulars of Claim filed by Ms Hathaway, it is not true that the lease supplied to West London County and to the LVT “contain covenants in the same terms as all of the leases..”	42
5.7	Contrary to the Particulars of Claim, the demand cannot be described as an ‘interim demand’ ...	44
5.8	And I now have undeniable evidence in support of this: the works were started in the 3 rd week of August 2004. At the date of writing – which is one month past the year-end for the certified accounts for Jefferson House – it is abundantly clear from the state of the building – including that of the extra floor for the penthouse flat – that many more weeks will be required to complete the works.	45
5.9	Contrary to what Ms Hathaway and CKFT have repeatedly denied / opted to disregard, year-end accounts had to be supplied in support of the demand.....	46
5.10	Over a 9 month period I asked Ms Hathaway / CKFT a total of 4 times for the year-end accounts for Jefferson House – and still have not got them	47
5.11	Not only are Ms Hathaway and her client 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)	47

5.12	Ms Hathaway and Mr Barrie Martin also in breach of Section 11.4 of the RICS ‘Service Charge Residential Management Code’	47
5.13	To date I have not received the year-end accounts for 2002 – which are now 20 months overdue - nor for 2003 – which are now 8 months overdue. Why not? What do Ms Hathaway, Mr Barrie Martin and their client have to hide?.....	47
5.14	Between 11 August 2002 and 12 January 2003 I made a total of seven requests to Ms Hathaway for a copy of the priced specification. She ignored them. Eventually it was hand-delivered to me just 36 hours before the LVT hearing – and therefore 7 months after the original demand for payment of £14,400	48
5.15	Ms Hathaway was in blatant breach of the directions set by the LVT by not supplying me with information by the deadline.	48
5.16	Other actions by Ms Hathaway in the context of the LVT procedure provides further evidence of her colluding with her client – and Mr Brian Gale - to obtain, through deception, monies not due and payable	49
5.17	This was a continuation of Ms Hathaway’ lies to the LVT	50
5.18	The 14 November 2002 meeting: another element in the scam	51
6	DETERMINATION BY THE LVT – 17 JUNE 2003.....	52
6.1	I will now demonstrate that the £14,400.19 demand I received from Ms Hathaway was very far from being “ <i>fair and reasonable</i> ” as the impact of the LVT determination meant that it should be reduced by nearly 70% to £4,615.....	52
6.2	The global sum demanded was full of estimates	53
6.3	The contingency fund	56
6.4	The LVT determined that Ms Hathaway was in breach of Section 10 of the RICS code by refusing to use the CONTINGENCY FUND as contribution towards the major works	56
6.5	It is abundantly clear that Ms Hathaway and her client have something to hide about the contingency fund as my 7 specific requests over the last 18 months for a copy of the accounts – including 5 requests to Ms Hathaway – have been ignored.....	58
6.6	By not providing me with a copy of the trust fund accounts Ms Hathaway is committing a very serious breach of the RICS Code of Conduct: Bye –Law 19(7)(2). It may be that she is also in breach of the Trustee Investments Act 1961.....	59
6.7	This is a fascinating statement I would like the RICS to pursue with Ms Hathaway – in the context of Section 10, Reserve Funds, RICS ‘Service Charge Residential Management Code’	59
7	SUMMARY OF THE IMPACT OF THE LVT DETERMINATION: A REDUCTION OF £500,000 .	59
7.1	Ms Hathaway has therefore committed a very serious breach under Section 11.5 of the RICS ‘Service Charge Residential Management Code’ by attempting to charge me highly unreasonable service charges. Both her and Mr Barrie Martin are currently continuing to commit this very serious breach	60
7.2	What had Ms Hathaway and Mr Brian Gale said about the specification (drawn-up by Mr Brian Gale)?	60
7.3	Ms Hathaway and Mr Barrie Martin are therefore in breach of Section 11.5 of the RICS ‘Service Charge Residential Management Code’.....	62

7.4	Mr Barrie Martin also colluded with Steel Services and CKFT, in the process displaying conduct unbecoming of a member of the RICS, as well as committing a criminal offence under the Defamation Act 1996	62
7.5	There was a concerted effort in particular between Mr Ladsky and Mr Brian Gale to try to influence the LVT by claiming that I was the only resident challenging the costs - because I was the only resident who went through the process. Ms Hathaway played a key part in this preposterous and libellous claim	63
8	WEST LONDON AND WANDSWORTH COUNTY COURT PROCEEDINGS.....	65
8.1	As a result of supplying/collaborating in the supply of false information and repeatedly endorsing the false claim against me, as well as colluding with CKFT, Ms Hathaway continued to cause me an enormous amount of anguish, torment and distress, as well as financial loss	66
8.2	And the on-going sheer hell I was going through was started – and perpetuated – by Ms Hathaway who had decided that I was going to pay monies not due and payable.....	69
8.3	While I do not know the details of the judgments and settlements that CKFT had obtained by 23 May 2003, it must be noted that CKFT had obtained – with the assistance of West London County Court – sums of money from 7 residents before the LVT had issued its determination (on 17 June 2003).....	69
8.4	As to the global sum for the works, it has to be the same for all lessees. Hence, Ms Hathaway-her client, Steel Services, cannot charge differentially - other than on the basis of individual lessee's fixed percentage share of the service charge.	69
8.5	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-Ms Hathaway's "revised priced" document in light of the LVT determination.	75
8.6	In other words – in spite of being fully aware of the position i.e. that its client and agent, Ms Hathaway, have not implemented the LVT recommendations - CKFT continues with its blackmail, intimidation and coercion tactics for the purpose of obtaining from me monies not due and payable	75
8.7	Yet, with the assistance of CKFT, Steel Services / its agent Ms Hathaway 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 L&T 1985 Act.....	76
8.8	(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 / its agent Ms Hathaway DID NOT DO THIS. AND CKFT KNEW THIS.....	76
8.9	CKFT – and by implication Ms Hathaway - were therefore continuing with their blackmail and coercion tactics, in the process aiding and abetting their client in the acquisition of criminal property. 'Criminal property' as this money was not due and payable given that there was non-compliance with statutory obligations	76
8.10	Both, Ms Hathaway and CKFT continued committing criminal offences against me	79
9	STEEL SERVICES "WITHOUT PREJUDICE PART 36 OFFER"	80
9.1	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?	82

9.2	The approach used by CKFT, its client and agent Ms Hathaway is absolutely beyond belief:.....	82
10	REPLY TO THE ‘OFFER’ AND CONSENT ORDER.....	84
10.1	The cost to me was another 8 months of continued torment, anguish and distress which entailed a massive amount of my time writing endless correspondence, financial loss from taking time off work to seek legal advice, etc.....	86
10.2	Typically, CKFT also continues with its blackmail tactics – including in its subsequent correspondence.....	88
10.3	By then it was nearly a year since the LVT had issued determination and Ms Hathaway had not implemented it	89
11	THE BUSINESS MODEL OF THE UNSCRUPULOUS LANDLORD IN 21ST CENTURY GB	90
11.1	The method used by the ‘colluding tripartite’ comprising of Ms Hathaway, CKFT and Mr Brian Gale, as well as its client is evil and immoral	90
11.2	In the case of MRJ, CKFT and Brian Gale & Associates which, very clearly, are firms that will stop at nothing to assist their client in obtaining monies not due and payable, this approach is preceded by ‘heavy blackmail, coercion and scare tactics’ intended to cause alarm and distress by misrepresenting the correct legal position with the aim of frightening people into paying:	92
11.3	In the case of the ‘colluding tripartite’, the ‘blackmail and scare tactics approach’ is also used in tandem with the invocation of ‘the costs’ approach:.....	93
11.4	Another approach used by the ‘colluding tripartite’, also in tandem with the above, is to persistently ignore / deny from Day 1 statutory requirements - and thereby keep the action going in order to achieve its objective: to get payment of the sum demanded by its client.....	94
11.5	Lying is a tactic heavily used concurrently with these various approaches	95
11.6	Hence, all 3: Ms Hathaway, Mr Gale and CKFT have labelled me - to many parties - as a liar and as an individual who breaches contractual agreements.....	96
11.7	To these tactics are added harassment, physical threats and attacks on lessees, as well as attack on their property.....	96
11.8	And the business model entails adopting the same blackmail tactics with absolutely anybody who threatens the success of the scam	97
12	BACK TO SQUARE ONE	99
12.1	It is also clear from Barrie Martin’s letter of 2 August 2004 that his firm intends to come back and ask for more money for ‘these works’ at a later stage.....	100
12.2	I have not received any communication between this letter and that of 2 August 2004. In other words, there has been total breach of residents’ statutory rights – yet again!	101
12.3	There is no explanation whatsoever as to what the sum of £14,452.17 refers to.	101
13	MS HATHAWAY: A LONG-STANDING HISTORY OF DISHONESTY AND INCOMPETENCE	102
13.1	Her non-compliance with my requests – and consequent criminal offences - leads me to conclude that Ms Hathaway has something to hide about both, the year-end accounts and the trust fund	103
13.2	Ms Hathaway has been ignoring my requests for service charges since December 2003 leading me to suspect an intention to use Forfeiture law against me at the first available opportunity	103

- 13.3 What must be noted about the current situation is that it is Ms Hathaway who is preventing me from making payment 104
- 13.4 It required 4 letters from me over a 6 month period to obtain the December 2001 service charges. The replies from Ms Hathaway demonstrate an acute level of incompetence and cover-up..... 104
- 13.5 The electricity charges in the 29 November 2002 claim filed by Ms Hathaway in West London County Court were full of errors and included amounts for which Ms Hathaway had not, despite repeated requests, sent me an invoice – and still has not 105
- 13.6 Comparing my electricity charges with that of friends has led me to conclude that I am being ‘ripped-off’ by Ms Hathaway and her client..... 106
- 13.7 The evidence conclusively disproves Ms Hathaway’s claim. 106
- 13.8 10 times over a 3 year period I asked Ms Hathaway for an explanation of the sudden 59% increase in the standing electricity charge..... 106
- 13.9 Another example of dishonesty is found in relation to the insurance for the block – as well as evidence of mis-management. 108
- 13.10 Analysis of the insured value for the block over the last 12 years raises a very serious question about MRJ’s handling of this aspect of its duties 108
- 13.11 This leads me to have 2 very serious concerns: (1) Is the building actually insured? (2) Am I covered in case of damage to the parts of my flat not covered under my own home-contents insurance? 109
- 13.12 Concurrently, the cost of the insurance captured in the year-end accounts leads to also question what is actually going on 109
- 13.13 It took a 4 year battle, as well as the involvement of the then freeholder, British Petroleum and of their surveyors Debenham Tewson & Chinnocks (over nearly a year) to get remedial work done to the external wall in front of my window. Some years later, I had to resort to employing a surveyor (Frank Morris Associates) at a cost of £300..... 109
- 13.14 I lost my patience and wrote to the then CEO of British Petroleum for his assistance as BP Pension Fund was the freehold owner at the time. 111
- 13.15 British Petroleum asked its surveyors, Debenham Tewson & Chinnocks to get involved 111
- 13.16 To prove that my withholding payment of the service charges was solely due to Ms Hathaway’s non-performance of her obligations, I opened a special account in which I placed the sums I was withholding..... 112
- 13.17 In its February 2002 condition survey of the lift J Bashford & Associates reported mismanagement of maintenance: non-performance of 3 consecutive routine visits; unavailability of service records, health & safety tests, insurance..... 114
- 13.18 A similar long-running battle took place in relation to wet rot in one my windows, eventually also leading me to employ a surveyor..... 115
- 13.19 Another example relates to Ms Hathaway waiting 26 days to deal with a leak in my bathroom ceiling, leading to significant damage and leaving me without electricity in the bathroom over the Christmas break. It took 6 months for the damage to be addressed 116
- 13.20 As has happened since August 2004, when the ‘heat’ got too much for Ms Hathaway, the other part of the ‘double act’, Mr Barrie Martin stepped on the scene..... 117