

MARTIN RUSSELL JONES

Premier Suite 115,
Premier House,
112 Station Road,
Edgware,
Middlesex, HA8 7BJ

CHARTERED SURVEYORS

Management Department
Telephone: 020 - 8731 5880
Fax: No: 020 - 8731 5888
e.mail: management@m-r-j.co.uk

Ms N Dit-Rawe
Flat 3 Jefferson House
11 Basil Street
Knightsbridge
London
SW3 1AX

(Took delivery
on 13 July.)

REF: ROOT/03

DEMAND NO 37752

DATE 9 Jul 2010

See my 15 July 10 reply; followed by another reply of 17 Nov 10 to Joan Hathaway, MRICS, as 'her' = Andrew Ladsky's 'response' was to send me another invoice, dated 1 Nov 10

For the purpose of section 48 Landlord & Tenants Act 1987 the address in England & Wales at which notices (including notices in proceeding) may be served on the Landlord by the Tenant is:
Rootstock Overseas Corp, c/o Martin Russell Jones, Suite 115, Premier House, 112 Station Road, Edgware, .

Ref: Jefferson House Flat 3

From	To	Description	Due
		Brought forward balance	24,002.35
14 Apr 2010	8 Jul 2010	Electricity charge per attached letter	32.07
			24,034.42
		Balance to pay:	£24,034.42

* No supporting evidence

(Last communication received 'from' MRJ was 1 March 2007 invoice) (preceded by 27 Feb 07 claim that terminated in 6 June 08 discontinuance)

Please make cheques payable to Martin Russell Jones for the amount of £24,034.42

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- ~~sent~~ with 9 July 10 invoice
- Received on 13 July 10

Ms. N Dit-Rawe
3 Jefferson House
11 Basil Street
London
SW3

Dear Ms. Dit-Rawe

3 JEFFERSON HOUSE, 11 BASIL STREET, LONDON, SW3.

Please find set out below the electricity charges now due for the period 14.04.10 to 8.07.10 in respect of the above property.

ELECTRICITY:

Previous Reading	Present Reading		Difference
41079 Units	41161 Units		82 Units
Therefore:	82 units at 13.7 pence per unit	=	£11.23
	Standing Charge - 86 days @ 24.23p	=	£20.84
			<u>£32.07</u>

Please can you make your cheque payable to MARTIN RUSSELL JONES and remit to the above address.

Yours sincerely

MARTIN RUSSELL JONES

SECTION 21B OF THE LANDLORD AND TENANT ACT 1985 AND SECTION 153 OF THE COMMONHOLD AND LEASEHOLD REFORM ACT 2002

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, improvement, 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

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.

POSTAGE PAID



GREAT BRITAIN



00042547

MARTIN RUSSELL JONES

Return Address:
Premier Suite 115, Premier House,
112 Station Road, Edgware,
Middlesex HA8 7BJ

