

[Martin Russell Jones](#)

Premier Suite 115
Premier House
112 Station Road
Edgware
Middx HA8 7BJ

ADDRESS FOR CORRESPONDENCE

Ms N K-Dit-Rawé
[]
[]
[]

(By 'Special delivery')

15 July 2010

Joan Hathaway, MRJ, 'reply' as a result of my challenging her face-to-face was to send me another invoice - see my 17 Nov 10 letter to her

Dear Sirs,

1. I acknowledge receipt of your correspondence dated [9 July 2010](#), delivered on 13 July 2010 - containing:
 1. An invoice, stating:

"Landlord Rootstock Overseas Corp" c/o Martin Russell Jones

"Balance to pay: £24,034.42" - comprising of "Brought forward balance: £24,002.35" and "Electricity charge per attached letter" "from 14 Apr 2010 to 8 July 2010: £32.07"

Other than an enclosed invoice/letter dated 9 July 2010 giving some detail of the electricity charge claimed, no justification has been provided to support the demand of £24,002.35.

The invoice states *"Please make cheques (sic) payable to Martin Russell Jones for the amount of £24,034.42"*
 2. A two-sided document headed *"Section 21B of the Landlord and Tenant Act 1985 and section 153 of the Commonhold and Leasehold Reform Act 2002"*
2. **This correspondence amounts to the first communication received from you since your invoice of [1 March 2007](#)** that claimed, on behalf of *"Landlord Steel Services Ltd"*, *"c/o [C.K.F.T.](#) (Cawderly Kaye Fireman & Taylor)*, solicitors, *"London NW3 1QA"*, a *"Balance to pay: £8,712.22" - comprising of "Brought forward balance: £8,688.42" and "Electricity charge for 5 October 2006 to 10 January 2007: £23.80"*
3.
 1. On [27 February 2007](#), a claim, ref. [7WL00675](#), was filed against me in [West London County Court](#) by [Portner and Jaskel LLP](#), solicitors, London W1U 2RA, on behalf of *"Roostock (sic) Overseas Corp"*, demanding payment of the sum of *"£10,006.59"* and stating *"The claimant is the lessor of premises known as flat 3, Jefferson house, 11 Basil Street, London SW3 1AX"*
 2. The particulars included a [13 February 2007](#) two-page invoice from you, amounting to *"Balance to pay: £8,937.28"* (a different amount from your 1 March 2007 invoice) - giving *"Steel Services Ltd"* as the *"landlord"*, *"c/o C.K.F.T."*. Hence, the claim contained: two different company names, both claiming to be my *"landlord"*, each represented by a different firm of solicitors, and each claiming a different amount of money from me.
 3. The said 13 February 2007 invoice **included a mix of:** *"half yearly service charge in advance"*, *"electricity charges"*, *"balance charge as at 31 December 2003"*, *"half yearly reserve fund"*, *"reserve fund contribution"*, *"half yearly ground rent in advance"*, *"ground rent due on revised charge"*. In their totality, these items spanned four years, from 2003 to December 2006.
 4. As a result of [my demonstrating that the said claim was fraudulent](#), *"All"* of the said claim was dropped in a [Notice of Discontinuance, dated 6 June 2008](#).
4.
 1. This made it the second time that you supplied fraudulent particulars of claim.
 2. The previous occasion refers to the [29 November 2002 West London County Court](#) claim, ref. WL203537, filed against me and 10 of my fellow leaseholders – representing a total of 14 flats. On the claim, the [statement of truth was endorsed and signed by Joan Doreen Hathaway, MRICS, of Martin Russell Jones](#). Subsequent note: The claim was nonetheless pursued in spite of the serious breach of [CPR 22 3.1](#)
 3. In my case, your [17 July 2002](#) initial demand of £14,400 translated in a [21 October 2003](#) *"offer"*,

through [CKFT](#), for £6,350. Although, legally, I did not owe this amount either, in my [19 December 2003](#) letter to CKFT I accepted it, and paid it, “for the sake of bringing this dispute to an end”. The Consent Order was endorsed by [Wandsworth County Court](#) on [1 July 2004](#). (2)

5. In light of, as aforementioned, two companies claiming, in 2007, to be my “landlord”, I put you to strict proof that “Rootstock Overseas Corp” is my ‘legal landlord’.
6. As regards to the aforementioned sum claimed of £24,034.42, in addition to my legislative rights, [my Lease with Acrepost Limited, dated 10th March 1986](#), contains expressed covenants in relation to procedure for demand of payment of service charges with which you are thereby contractually obliged to comply. They are contained, amongst others, under Clause 2(2), and include, amongst others:

Clause 2.2(i) an “obligation by the lessor to furnish the lessee an account of the service charge payable by the lessee for such financial year together with a copy of the accountant’s certificate”.

Clause 2(2)(f) “As soon as the accountant shall have determined the amount of the service charge payable by the lessee for the relevant financial year of the lessor the accountant shall prepare a written statement... containing a summary of the costs expenses and outgoings incurred by the lessor during the relevant financial year together with any future sums indicated by the accountant pursuant to Clause 2(2)(e) hereof in respect of the Fourth Schedule Expenditure and specifying the amount of the service charge payable by the lessee as aforesaid and in the accountant’s Certificate the accountant shall certify:

(i) that in his opinion the said summary represents a fair summary of the said costs and outgoings set out in a way which shows how they are or will be reflected in the service charge

(ii) that in his opinion the said summary is sufficiently supported by accounts receipts and other documents which have been produced to him

(iii) that the sum specified as aforesaid represents the amount of the service charge payable by the lessee for the relevant financial year of the lessor”

7. Save that it is admitted that the said Lease stipulates certain obligations on my part, in the circumstances, I aver that my ‘legal landlord’ is not entitled to the aforementioned sum of £24,034.42 – and put you to strict proof of it.
8. In relation to your aforementioned notice, “Section 21B of the Landlord and Tenant Act 1985 and section 153 of the Commonhold and Leasehold Reform Act 2002”, paragraphs 2 and 3 refer to “improvement/s”. My contractual obligations under my Lease (Fourth Schedule) do not include paying for the cost of “improvements”.
9. Replacement of radiator

Lastly, I remind you that on 1 April 2010 your agent, Mr Child and A.Other disconnected the radiator in my front room because it was leaking. They placed a type of cap at the end of both pipes that were connected to the radiator. These are not entirely watertight as water seeps through. Mr Child concluded that the radiator needs to be replaced and that he would inform you of this “next week”.

I spoke to him a week later. Having determined that the leak from the pipes was manageable, he suggested that “to save on costs” it would be best to wait until the heating system was turned off which “should be in the next 4 weeks or so”. I agreed with his suggestion.

Clearly, with the external temperature having since reached 30 degrees centigrade, the heating has been turned off. At the date of writing, there has been no follow-up.

Please ensure that the necessary steps are taken.

Yours faithfully

N K-Dit-Rawé
<http://www.leasehold-outrage.com>

(2) Subsequent note: This was followed, 3.5 months later, by a [21 October 2004](#) ‘invoice’ from [MRJ](#) stating “Brought forward balance: £14,452.17” – WITHOUT any explanation. Hence, the same amount as the [17 July 2002](#) demand, and therefore as though no offer had been made, accepted, paid and endorsed by the court.

My ignoring it because it was clearly fraudulent, led MRJ to, three weeks later, send another invoice, dated [16 November 2004](#), stating “Brought forward balance: £15,447.86”. Yet again, no explanation.



Post Office Ltd.
Your Receipt

41 Old Brompton Road
London
Greater London
SW7 3JG

Date and Time: 15/07/2010 10:59
Session ID: 4-990091
Dest: UK (EU)
Quantity: 1
Weight: 0.021 kg
Special D by 1 £0.00 £5.05

Total Cost of Services £5.05

Posted after Last Collection? No
Barcode: ZW64367481468

DESTINATION ADDRESS	
Building Name or Number	Postcode
112	HA8 7BJ
Address Validated?	Y

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RECEIPT AS IT IS YOUR PROOF OF POSTING

PLEASE REFER TO SEPARATE TERMS AND
CONDITIONS

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day service for the UK, offering a
money back guarantee for delay and
compensation for loss and damage to
your item. Check delivery at
www.postoffice.co.uk or call
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Please enter your [13 character reference](#)
e.g. AA000100019GB

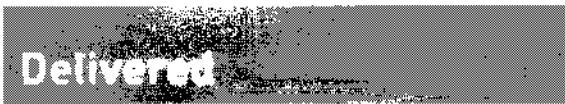
ZW643674814GB

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Your item with reference ZW643674814GB was delivered from our EDGWARE Delivery Office on 16/07/10.

Thank you for using this service.

We can confirm that this item was delivered before the guaranteed time.

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