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(By 'Special Delivery')

ADDRESS FOR CORRESPONDENCE

Ms N K-Dit-Rawé
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16 December 2010

FIVE MONTHS ON AND 'YOU' CONTINUE TO FAIL TO PROVIDE EVIDENCE IN SUPPORT OF 'YOUR', VERY CLEARLY - [FRAUDULENT 'INVOICE' OF £24,000](#) – AND CONCURRENTLY CONTINUE TO, AMONG OTHERS, REPEATEDLY BREACH COVENANTS IN MY LEASE

Joan Hathaway

1. ■ Five months since my [15 July 2010](#) (Special Delivery) letter to you asking for evidence in support of 'your' [9 July 2010](#) 'invoice' stating "Brought forward balance: £24,002.35" – as no justification was provided – and this was the first communication from 'you' since 'your' FRAUDULENT 'invoice' of [1 March 2007](#) ([27 February 2007](#) claim, ref. 7WL00675, filed against me in [West London County Court](#) by [Jeremy Hershkorn, Portner and Jaskel](#), London W1U 2RA).
- One month since my [17 November 2010](#) (Special Delivery) letter to you following 'your' [1 November 2010](#) 'invoice' stating "Brought forward balance: £24,034.42" (sum made-up of 'your' 9 July 2010 "Brought forward balance: £24,002.35" + "14 April – 8 July 2010 electricity: £32.07" – **STILL without any justification in support.**

As detailed in my 17 November 2010 letter to you, this 1 November 2010 'invoice' was 'your' response to my challenging you face-to-face on 2 November 2010, in Jefferson House – as it was posted on the same day.

WHY, HAVE 'YOU', TO THIS DAY, FAILED TO REPLY TO MY LETTERS?

OBVIOUS: THIS SO-CALLED 'INVOICE' OF £24,000 IS FRAUDULENT.

HENCE: THIS IS A CONTINUATION OF THE STREAM OF MAJOR FRAUDULENT 'INVOICES' 'YOU' HAVE BEEN SENDING ME SINCE 2002 (as detailed e.g. in my [17 November 2010](#) letter).

2. 'Your' repeated breaches of covenants in [my lease](#) - among others:
 1. By **failing, since 2004, to send me year-end accounts for Jefferson House**, 'you' have and continue to breach **Clause 2.(2)(i)** of my lease "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".
 2. As to **Clause 2(2)(f)** – aside from partial compliance in 2004 **[1]** - you have – [since 1993](#) - repeatedly breached this covenant in my lease. (I raised this issue in e.g. my [30 March 2005](#) letter to you cc'd to nine parties, including [Pridie Brewster, 'accountant for Jefferson House'](#)). The covenant states:

"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 [2] 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 [2]

(ii) that in his opinion the said summary is sufficiently supported by accounts receipts and other documents which have been produced to him [2]

(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" [2]

[1] After a battle of nearly one year with you, and of several months with [Kensington & Chelsea Housing](#), followed by the [Local Government Ombudsman](#), 'you' **only** supplied a [breakdown by flats for the service charges](#) – NOT for the "major works" - because highly inconvenient. I eventually obtained this (unsatisfactory) breakdown from the [Institute of Chartered Accountants in England and Wales](#) (ICAEW) with its [29 August 2006](#) correspondence.

[2] As stated e.g. under para.1 of my [17 November 2010](#) letter to you, and comprehensively detailed in my [3 June 2008](#) Witness Statement, 'replies' from the ICAEW in the context of my complaint against [Pridie Brewster](#) confirmed my assessment: the accounts for Jefferson House are works of fiction.

3. By failing to inform me of the impact on my 1.956% share of the service charges of the addition of four flats, in 2005: (1) [a penthouse flat](#) that is [c. 7 times the size of my flat](#); (2) three other flats: Flats [18A](#), [33A](#) and [35A](#) – I can only assume that you are also breaching **Clause 2(c)(i)** of [my lease](#) – which states:

"the amount of the Service Charge payable by the Lessee for each financial year of the Lessor shall be calculated by dividing the aggregate amount of the costs expenses and outgoings incurred by the Lessor during such financial year in respect of the heads of expenditure...by the aggregate of the rateable value... of all the flats in the building (excluding the Porters flat) the repair maintenance renewal insurance of servicing whereof is charged in such calculation as aforesaid and then multiplying the resultant amount of the rateable value (in force at the same date) of the flat"

Evidence of my 1.956% share – PRE the addition of the above mentioned flats: e.g.

(1) 'Your' [30 August 2002](#) letter to me *"The amount demanded is as the terms of the lease. There is no separate list. Details of the percentages are included in the schedules to previous accounts. **The sum demanded is based on the percentage of your lease, which is 1.956%...**"*

(2) 'Your' FRAUDULENT *"Major works apportionment - 24th June 2002"* covering ALL the 35 flats at the time - 'you' supplied to your co-conspirator, [Ayesha Salim, Cawdery Kaye Fireman & Taylor](#) (CKFT), London NW3 1QA, as part of her [6 August 2003](#) Application to [West London County Court](#) for summary judgment against me (and one of my fellow leaseholders) (as detailed e.g. under para.23 of my [17 November 2010](#) letter to you).

3. Ground rent

4. In his [6 June 2008](#) Notice of Discontinuance (through [Ahmet Jaffer, Portner Jaskel](#)) your puppet master, [Andrew Ladsky](#), dropped *"ALL of the [27 February 2007 West London County Court](#) claim, ref. 7WL00675"* against me. The claim contained [ALL outstanding ground rent up to 24 December 2006](#).
5. While I presume that 'your' [9 July 2010](#) 'invoice' contains ground rent – 'you' **have failed** to demand payment as per s.166 of the Commonhold and Leasehold Reform Act 2002 (*"Requirement to notify long leaseholders that rent is due"*), enforced by the [Landlord and Tenant \(Notice of Rent\) \(England\) Regulations 2004 – Statutory Instrument 2004 No. 3096](#) –

that came into force on 28 February 2005.

As your so-called 'regulator', the [Royal Institution of Chartered Surveyors](#) (RICS):

(1) in its [4 November 2005](#) 'reply' dismissed my (legitimate) [2 February 2005](#) complaint against you and Barrie Martin, FRICS;

(2) was of the view, in its [21 August 2008](#) letter to me, that you would "*No doubt [be justified] in also taking legal proceedings [against me for libel]*"...

...– [I am copying it](#) on this letter, your 'invoices' of [9 July 2010](#) and [1 November 2010](#), and my replies of [15 July 2010](#) and [17 November 2010](#)...

...- suggesting that **your latest conduct ought to qualify you for the 'RICS Surveyor of the Year Award'**. (Although, based on the horror stories I hear from leaseholders in other blocks, numerous other members of your tribe also have the necessary 'credentials' to challenge you for this title).

As the recently appointed Housing Minister, Grant Shapps, was reported as saying that "*All is well with leaseholders*" - e.g. 11 July 2010 article by Julian Knight, Independent on Sunday, "[Minister says is all is well with leaseholders. He'd better think again](#)", prompting Mr Knight to write "*I am afraid, Mr Shapps, you are either deluded or simply don't give a damn*" – for their information, I am also copying [Mr Shapps](#) and Mr Knight on the same correspondence.

N K-Dit-Rawé
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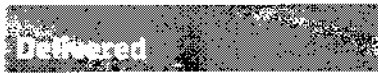
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