

Ms Hathaway
Martin Russell Jones
5 Watford Way
Hendon Central
London NW4 3JN

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

6 August 1991

Dear Ms Hathaway,

Further to your letter of 23 July 1991:

- To date the specialist terrazo contractors have not been in contact
- The product that I used on the ceiling is Aquaseal 77 - Interior Damp Proofing for Walls & Ceilings. I applied it last September following several weeks of dry weather. The reason I applied it is because cracks had appeared in the ceiling a few months after it had been painted, i.e. the product did not cause these cracks to appear.

I do not understand what you mean by "...it may be reacting with the dampness in the kitchen...". The kitchen is not damp. The dampness is coming from outside.

- I find your comment "We would point out that the withholding of service charge and ground rent cannot be condoned..." rather rich. You seem to conveniently overlook the reason why I am withholding payment, which is failure on your part as the lessors' agents to fulfil your contractual obligations (whilst throughout I have been fulfilling mine). If anybody has a right to 'not condone', it is me - not you! **And I am doing it by not paying the service charge.**

I have had enough of the extremely poor service and incredible hassle to get anything done! I have reached the stage when I am now prepared to write to my local MP, as well as to the Central Government department currently looking at the possibility of leaseholders buying the freehold on their property in order to give my experience as evidence of the plight of leaseholders, and hence support the motion. And I certainly have files full of evidence starting from when I bought the leasehold in February 1986 e.g.

- * Part of the purchase agreement was that the lessor would carry out damp proofing work to my kitchen within 12 months of purchasing the lease. It took **three letters from my solicitor, five from myself**, for the work to be finally carried out **30 months later!** In addition to the frustration and use of my time writing letters, this also cost me **£115 in solicitor fees.**
- * **Since 27 June 1987 i.e. for the last 4 years** (see enclosed - for the nth time!), I have been asking for the outside wall to be attended to. This includes at least three letters to you personally going back to 24 May 1989.
- * When I reported vermin, it also took two letters to have the problem attended to.

I can only recall one thing that was dealt with without hassle (as it happens by you). This was changing the rotting frames on two of my windows.

You cannot condone what I am doing? Believe you me, nor can I condone the above from you and your predecessors when, over the years, you have been charging us thousands of pounds in management (or more to the point, mis-management) fees.

- What do you mean by "external redecorations"? Obviously, you cannot mean the repainting of the whole exterior of the building as this was completed just 4 years ago at a cost to leaseholders of £87,346 plus VAT (see attached letter from PCB Management of 7 May 1987).

If this what you are suggesting, then, whilst I can understand that such a major project would be far more financially attractive to you (as you can see on the enclosed, at the time PCB Management charged us £6,932.43 - four years on, how much would your fees be?), I suggest that you earn the £6,000+ annual fee we are already paying you to attend to **our needs** (some of which are currently desperate) - regardless of their relative lack of financial attraction to your company - by ensuring that these needs are attended to:

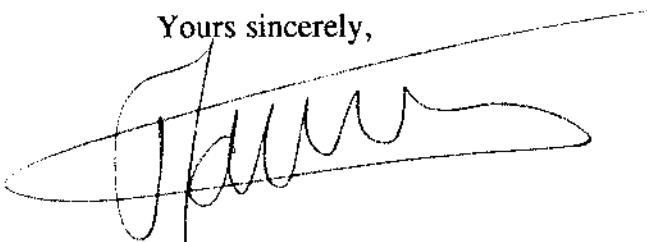
- * as and when they are first brought to your attention
- * by professional tradesmen such that the work is carried out to professional standards.

In relation to the latter, I understand that I am not the only leaseholder dissatisfied with the quality of service provided - to the extent of withholding payment of part of the service charge. I am referring to what one leaseholder has described as "shoddy paint work" carried out on the lift which the person has attributed to the incompetence of the tradesmen employed.

In addition to my current problems which I also attribute for a large part to poor workmanship, I would also cite the incompetence of the tradesmen employed for the internal redecoration (e.g. the entrance had to be redone).

At the end of the day all of this amounts to extra costs and aggravation to leaseholders. To which I would add, in my case, **distress and anxiety.**

Yours sincerely,



Noëlle Rawé

cc. Brian Tisdall - Investment Department - BP Finance
Edward Kisala - Debenham Tewson & Chinnocks
Langhaven Holdings Plc

Plus: enclosure to all copied
all sent recorded delivery