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Ms Hathaway,

Further to your letter of 3 September I do indeed have it on record that you were appointed managing agents sometime in June 1989. As some of my complaints about the appalling service I have suffered pre-date this period, they cannot indeed be attributed to your firm.

However, some can, hence the reason why my extreme exasperation, and by now anger, are equally directed at you, is that I can see no difference in the quality of service I have so far received from you, from that of your predecessors. Namely, I still have to waste my precious little free time writing countless number of letters, copying them and sending them to numerous parties to increase my chances of, after months, and sometimes years, eventually getting the service to which I am entitled.

For example, since your firm took over:

- On 20 June 1989, I wrote to Mr Walford of Langhaven Holdings requesting that the wall outside my window be attended to.
- On 23rd June, they wrote "...we have passed the matter to the new managing agents Spyer Johnston (your previous trading name)".
- On 12 July I wrote asking you what action you were going to take in relation to this problem.
- In your letter of 17 August you wrote "With regard to your letter of 20 June unfortunately when Mr Walford wrote to us he did send your letter and we have asked for a copy but this has not been forthcoming". (This, I can very easily believe!). You further added "In order to speed matters up we would be grateful if you could forward us a further copy so that we can deal with the points accordingly." I duly complied with your request by attaching a copy to a letter I sent you on 5 September 1989.

This was more than two years ago. What has been done to the wall since then? ABSOLUTELY NOTHING!

Another example is that of the damp in my kitchen. Whilst it is true that you had one contractor (not several as stated in your letter) carry out some work a year ago, in my letter to you of 2 February I wrote "...closer to the outside part where you had work carried out in September 1990, there are two cracks in the damp proofing treatment. This has led to some of the treatment coming off and revealing a powdery surface...".

This was followed by further exchanges of letters, including, in desperation, letters from me to the British Petroleum Pension Fund, Debenham Tewson & Chinnocks, and copied to Langhaven Holdings.

It is **only in July, five months** later that you finally contacted a contractor (your letter of 19 July telling me that they would be in touch). As by Tuesday of this week (**seven months** since my letter of 2 February) I still had not heard from them, my secretary phoned you to get their name and telephone number.

General Mosaics Ltd confirmed that you had asked them to contact me some two months ago. When asked why they had not, they said that it was not their policy to contact the residents, only the porter, and he happened to be on holiday. I told them that he had been on holiday only for the last week, not the last two months, therefore, why had not they been in touch sooner? Their answer was that they had been given no indication by you as to when the work had to be carried out. I am strongly inclined to believe this in view of the time you have taken to contact them.

Meanwhile, **EIGHT MONTHS** on, what has happened? **NOTHING!**

Yesterday it rained. I was standing in my kitchen crying - yes, actually crying. This was brought on by anguish wondering what further damage the rain was causing to my newly redecorated kitchen, and the potential implications of this damage. I had visions of the kitchen cupboards slowly rotting (as happened to my previous cupboard), of tiles falling off the wall, and of filthy, careless contractors ruining my flat in the process of sorting out the kitchen.

Equally demoralising are:

- (i)- the fact that, having spent a large sum redecorating the flat, I cannot even enjoy it fully;
- (ii) **the fact that it is FIFTEEN YEARS** to this day since I first asked for the **damp problem in my kitchen to be attended to.** (See enclosed letter to Capcount Furnished Properties Ltd of 6 October 1976, that I have at long last managed to find).

It took **twelve years** for works to be carried out to the entrance steps - evidently badly - as **damp has reappeared in the kitchen.** (The most likely reason why the problem has re-surfaced is that the contractors used to carry out the works were not damp-proofing specialists, a category which includes your proposed contractors, General Mosaics Ltd).

Why did it take twelve years for the work to be carried out? Because during the first eleven years I did not send an endless stream of letters, repeatedly asking for the problem to be attended to. During that time my kitchen cupboard rotted, as did the skirting, the wall paper peeled off, and the paint came off the ceiling.

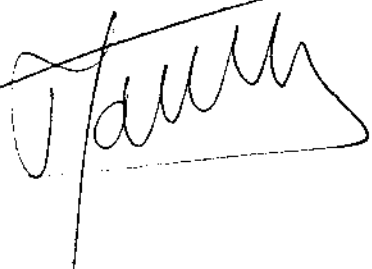
True, this was before your time. But as far I am concerned, it is of no relevance to me who was managing the property at any point during the past fifteen years. **What is of relevance however, is the distress and anguish I have suffered, and I am still suffering as a result of appalling service - whilst being asked to pay as though the service was satisfactory.**

It is this that I am going to press upon the Department of the Environment, Mr Dudley Fishburn, MP for Kensington, The Consumer Association, and Watchdog BBC TV. Time has come for giving management, and by implication, full ownership of property, to people who have a vested interest in ensuring that any problems are dealt with promptly, efficiently and effectively, i.e. to those who live in the property, as opposed to organisations whose only interest is financial gain.

Turning to your point about the external redecorations, I have re-read the terms of the lease, but could not find any reference to the lessor having to repaint the building every four years. I could only find a clause relating to the lessee having to repaint the flat every 7 years.

However, as the lease agreement is so badly written (The Plain English Society would have a field day with this lease), it is possible that I have missed the clause you are referring to. If this is the case, then the lessor has been in gross breach of contract in the past as, since moving in the flat in 1976, the exterior of the building has only been painted once, in 1987. In other words, no repainting of the building took place over a nine year period, and possibly even longer.

Yours sincerely,



Noëlle Rawé

cc. Brian Tisdall - Investment Department - BP Finance)Recorded
Edward Kisala - Debenham Tewson & Chinnocks)
Langhaven Holdings Plc)Delivery
- Jefferson House Residents Association

Enc. Letter to Capcount Furnished Properties 6-10-1976