

Flat 35
Jefferson House
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See my
comments
attached.

25 January 2001

To the residents of Jefferson House

M.S. DIT. RAWE

Dear Sir or Madam,

You are doubtless aware that the head lease of Jefferson House is for sale. I have seen three letters written to you by your residents association and feel that it would be appropriate to clarify matters as I am an interested party.

1. If you choose to vote to acquire the head lease you should be aware that the money that you pay in no way extends the lease of your property, nor are you acquiring the freehold. You are therefore, paying a sum, which will be close to or in excess of £10,000 to take on a series of complex and costly obligations without obtaining any financial advantage in terms of the value of your property whatsoever. In addition to the above sum you should also consider the further payment to the landlord detailed in his offer letter which could raise the cost of a share in the head lease to an amount approaching some £20,000 per flat.

2. In their letter of the 11th January the residents association have discussed a figure which is confusing. It is unclear how they could have arrived at a sum for works without having undertaken a formal costing exercise but it should be made clear that the costs of any additional floor on the property will NOT be borne by the residents which the association are suggesting and no surcharge will be made in relation thereto. (In fact, a new floor by virtue of additional area will reduce every flats service charges.) Any general works required to the building will be carried out in co-operation with all the tenants and following a proper report, if necessary.

All tenants are, of course, protected by the Landlord and Tenant Acts to ensure those carrying out any works do so reasonably and at the best possible price. Furthermore, as I own flats 34+35 I pay 17% of the building charges and I should assure you it is in my interest to keep any costs as reasonable as possible.

3. In the offer letter from Laytons dated December 13, 2000, the tenants must purchase the property with the burden of ongoing litigation, which has serious implications both in terms of the costs and damages that could flow. I would earnestly suggest that before

even considering your decision you seek urgent legal advice in respect of not only the other terms of the purchase but also in respect of this term. This litigation could impose upon those participating, and in addition to the acquisition costs, a serious financial burden which is yet to be determined.

Lastly, your residents association (chaired by a gentleman who does not even live here) have made little secret of their desire to control the block but I would venture to suggest they are involving you in a costly and disadvantageous arrangement which will only result in delays and bureaucracy for every tenant in the building and which ultimately offers no benefit at all.

I would be delighted to meet anyone who so wishes for a discussion and of course you are welcome to contact me at the above telephone number at any time.

Yours sincerely

Andrew Ladsky

Andrew Ladsky

My comments in relation to Mr Andrew David Ladsky's letter to me of 25 January 2001

1 "... take on a series of complex and costly obligations...further payment to the landlord..."

A typical tactic widely used by landlords to stop lessees from pursuing the offer.

The reason the offer is made is a pretence at complying with legislation. As can be seen from the 14 May 2001 and 25 May 2001 letters from the person heading the Residents Association, the offer was withdrawn from residents

As can also be seen from the Land Registry record for the 'Leasehold' (Title # NGL373 333) (obtained on 10 October 2001) a **change in the ownership took place on 1 June 2001**, stating:

"Restriction:.... (1) Steel Services (2) Canso Properties (3) Patrick May O'Connor"

(Patrick May O'Connor was a director of **Langhaven Holdings** (previous name Acrepost) which was the previous headlessor to Steel Services

Note also that:

- **Steel Services** became the '**Leasehold**' owner on **22 November 1996** (see e.g. the Land Registry record at 1 June 2001; the 22 Nov 96 Property Register record)
- That in her identical letter to 2 residents, of **11 October 2001**, **Ms Ayesha Salim, CKFT, identifies Mr Andrew Ladsky as "our client"**
- CKFT were the acting solicitors for Mr Arthur Ladsky in the **1996 TSB Bank v Arthur Ladsky** High Court case. Mr Arthur Ladsky was a director of **Combined Mercantile Securities** - and (based on Companies House records), so was Mr Andrew Ladsky
- Since October 2002 the 'landlord's solicitors' communication and dealings I have had have been with CKFT; either Mr Lanny Silverstone or Ms Ayesha Salim
- At the **29 Oct 02 pre-trial hearing** Leasehold Valuation Tribunal when Mr Andrew Ladsky was asked by Mr JC Sharma, Chair, what his interest was in the proceedings, he replied: "**I am just a tenant**". However, throughout the 4 day of hearing **Mr Ladsky was a member of Steel Services party**, holding frequent discussions with: Mr Warwick, Steel Services' counsel, Mr Brian Gale, Steel Services surveyor and Ms Joan Hathaway, Martin Russell Jones, 'managing' agents for the block

2 "... how they could arrive at a sum for works without having undertaken a formal costing..."

See:

The letters from the person who was running the Residents Association:

- **18 Dec 2000** letter to me: "...Mr Ladsky...wishes all this to be done at a cost... possibly as much as £1 million..."
- **11 Jan 2001** to residents: "*The Residents' Association has been contacted by this resident who has described himself as a property developer...he proposes to carry out extensive work to the block... the total costs of the work (estimated to be at least £300,000)...*"
- **31 Jan 2001** to residents – following the 25 Jan 2001 letter I and other residents received from Mr Ladsky: "*The minimum sum of £350,000 for repair to the block came from Mr Ladsky himself. He quoted this figure twice – on 27 November and 30 December 2000...Residents cannot be charged for the building of a new floor on the roof...works to a building cannot be carried out without a proper report and estimates. Mr Ladsky is incorrect in suggesting that this is not a legal requirement.*"

And consider that the condition **survey was only completed** by Mr Brian Gale at the **end of February 2002**

Consider also that:

- the **17 June 2003 determination was never implemented (the implication was a £500,000 reduction – including the contingency fund)**
- Instead, 'Steel Services' – Martin Russell Jones opted to **appoint Mansell, another contractor** – without issuing a Landlord & Tenant Act 1985 S.20 Notice
- This announcement was only made by **Mr Barrie Martin**, Martin Russell Jones, on **2 August 2004** – who stated a sum which is **still a lot more than the LVT determination** (although he attempted to disguise it), as well as strong indications that more would be demanded at a later stage
- **2 August 2004** is the date at which the **last** of the 11 valiant residents listed on the 29 Nov 2002 West London County Court claim '**capitulated**' in **Wandsworth County Court**. The 2 August

My comments in relation to Mr Andrew David Ladsky's letter to me of 25 January 2001

2004 order from this court and the 26 August 2003 order from West London County Court indicate that this valiant resident **ended-up paying as much as the original sum demanded**

- 2 "...it should be made clear that the costs of any additional floor on the property will NOT be borne by the residents...works required to the building will be carried out in co-operation with all the tenants and following a proper report, if necessary"

Note the "if necessary"

See:

- The 17 June 2003 determination by the LVT
- My surveyor's 31 July 2003 assessment of the determination

See also – and consider the subsequent denials about the construction of a penthouse flat

Mr Brian Gale:

- In his Expert Witness report, dated 13 December 2002 Mr Brian Gale, wrote under Section 4 -1.4 - "I am able to categorically state that the Specification makes NO provisions for any construction of an additional floor nor any future requirement in the building to create a penthouse flat"

Ms Hathaway:

- Her letter to me of 26 March 2002: "Your suggestion that the appointment of professional advisors is in any way connected with any planning application is incorrect"
- Her 30 August 2002 letter to me: "We are informed that there is no intention to build the penthouse at the current time"

And in the context of all of this:

- Consider that when the works started in September 2004, so did the construction of the penthouse flat
- See the **photographs** I have taken of the roof from the back of the building: in **July 2002** and on **6 February 2005**
- Consider how Mansell Construction – Mr Brian Gale describe the works they are doing:

"General repair and refurbishment of the main structure of Jefferson House, 11 Basil St, to include cutting out of spalled and defective brickwork and replacing to match, **replacing asphalt roofs**, redecoration externally, redecoration of internal common areas, replacement of lift"

A funny way of "replacing asphalt roof"! Maybe it's a question of economy with words as they headed this "Brief description of work".

"All the tenants are, of course, protected by the Landlord and Tenant Acts..."

To which Mr Ladsky should have added: "which I, nor my aides - and even the courts could care less about"

See:

- **Mr Lanny Silverstone, CKFT, letter to me of 7 October 2002** (received on 10 October) in which he **threatened to forfeit my lease** and contact my mortgage lender unless I paid the total sum demanded by 10 a.m. on 14 October 2002
- **My 7 requests to Ms Joan Hathaway, between August 2002 and January 2003** for a copy of the priced specifications. And requests by other residents over the same period
- Ms Hathaway's letter to me of **16 December 2002** and her letter of **20 January 2003** to the LVT
- **Point 14 of the 17 June 2003 LVT report** which states: "Ms Hathaway...maintained that Ms Dit-Rawé had seen the specification... but **was unsure as to whether this had been a priced version**"
- The same damning evidence is found in **Mr Brian Gale's 4 February 2003 report**, under point 2.04: "...the **un-priced or priced Specification**...has been... freely available for all lessees to view"

Consider – and see – that Mr JC Sharma had told residents at the **29 Oct 2002 LVT pre-trial hearing** that if we paid the sum demanded, the Tribunal would not be able to assist us. We were given a **leaflet**

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(on the site) which, on page 5 states:

"...a recent Court of Appeal case ruling (Daejan Properties Limited v London Leasehold Valuation Tribunal) determined that LVTs only have the jurisdiction to decide the reasonableness of disputed service charges that are still unpaid..."

In other words, we were told to **NOT PAY** until the Tribunal had issued its determination and it had been implemented (in line with Landlord & Tenant legislation – and our lease)

Consider that:

- Precisely **one month later, on 29 November 2002**, Ms Joan Hathaway filed a **claim against 11 residents in West London County Court** – under a 'Statement of Truth':

"The Claimant believes that the facts stated in this Claim Form are true

I am duly authorised by the Claimant to sign this statement

Full name: Joan Doreen Hathaway

- The first day of the substantive hearing took place **4 months later** on 13 March 2003.
- The Tribunal issued its decision on 17 June 2003 i.e. **7 months after** Ms Hathaway filed the claim in West London County Court
- CKFT's **23 May 2003** application to the Court for a Case Management Conference reads:

"The Claimant has obtained judgment or settled proceedings against all Defendants, except the following: 1st ..., 2nd ..., 5th ... and 7th ... Defendants"

Hence, **this took place BEFORE the LVT had issued its 17 June 2003** determination. See also that, by then, **I had written 5 letters to the West London County Court** informing it that it could not proceed with the action because the Tribunal was dealing with exactly the same claim (see courts section on the site)

- Seeing how West London County Court handled the case, I opted to accept 'Steel Services' offer of 21 October 2003 and **paid a total of £6,350 in full payment of the sum demanded for the major works** – even though I did not owe this sum. This **consent order** was endorsed by West London County Court on **1 July 2004**.
- In **October 2004** I received **another demand from Martin Russell Jones for £14,500 – with no explanation whatsoever**
- Consider also that **the 2003 year-end accounts for Jefferson House** (certified by Pridie Brewster (Middx TW1 3SZ) **DO NOT** reflect the LVT determination. (Pridie Brewster said to be unaware of the LVT action. I believe them)

THIS is Mr Ladsky's interpretation of: *"All the tenants are, of course, protected by the Landlord and Tenant Acts..."*

3 *"...the burden of ongoing litigation..."*

A`false claim

"This litigation could impose...a serious financial burden..."

Mr Ladsky wanting to ensure that residents get the message

3 *"...ultimately offers no benefit at all".*

Strange that! How come he is so keen?

"...to contact me at the above telephone number at any time"

How about calls in succession – in the middle of the night - as Mr Ladsky made to the person who was running the Residents Association?

See e.g.

her letter to me of **14 Jan 2001** and of the same date to Mr Ladsky

her letter to me of **16 Jan 2001** and **31 Jan 2001**