

Ms Rajdeep Tutt  
 Caseworker  
 Client Relations Office  
 Consumer Complaints Service  
 (Formerly The Office for the Supervision of Solicitors)  
 Victoria Court  
 8 Dormer Place  
 Leamington Spa  
 Warwickshire CV32 5AE

Ms N Klosterkotter-Dit-Rawé  
 3 Jefferson House  
 11, Basil Street  
 London SW3 1AX

**(By email on 6 June and by Recorded Delivery on 7 June)**

Your ref: CRO/45399-2004/RT4/AA1/R TUTT CRO

6 June 2004

Dear Ms Tutt

**Amendments and additions to your letter of 2 June 2004 to Piper Smith & Basham, London**

Thank you for your correspondence of 2 June 2004.

I propose to reply to your covering letter over the next few days as, unfortunately, I do not have sufficient time at present to reply to both, your covering letter and the letter you sent to Piper Smith & Basham. As you have given them until 14 June to reply and I noticed that some amendments and additions are required to the letter you sent them, for the time being, I will only address these:

Page 1		The amount of service charge is defined by a set percentage for each flat depending on its size. Mine, being 1.956% resulted in the initial demand of £14,400.19. Other residents with a higher / lower percentage share were consequently asked to pay a sum higher / lower than mine.
Page 1		Oliver Fisher, solicitors, London, advised me in relation to the Leasehold Valuation Tribunal proceedings. (Please, see my complaint, points 11, 144, 175)  Mr Paul Staddon, Tanfield Chambers, represented me during the 4 day Leasehold Valuation Tribunal hearings. (See my complaint, points 145, 175)
Page 3	1 (c)	The rationale presented to me by Ms McLean (and Mr Gallagher) at the 28 October 2003 that <i>"interest could not be demanded because works had not started"</i> is in fact incorrect. Please see point 22 of my complaint.
Page 3	1 (d)	Re. your 3 <sup>rd</sup> paragraph, about the timing of email, please see my complaint: points 7.4 (in the summary), 69 and 71
Page 4	4 (g)	Re. your 2 <sup>nd</sup> paragraph – Oliver Fisher and my then Counsel, Paul Staddon, first informed the Tribunal that I – by myself – would be making a 20C application. I made this application <u>myself</u> on 12 August 2003 – which was <u>before</u> I asked Piper Smith & Basham to act as my solicitors.  Points in my complaint referring to this issue are: 1.5 (in the summary), 144, 145, 151 and 153.
Page 6	3	Re. your 1 <sup>st</sup> bullet point – I do not know whether my Witness Statement was submitted. If it was, then it would be in breach of the rules which, as I have since discovered, are that the exchange of Witness Statements has to be instantaneous.  My point about the '2 hours' is that CKFT faxed the offer nearly 2 hours after the Witness Statements were meant to have been delivered to the Court (see my

		<p>complaint, points 10.6 (in the summary) and 120).</p> <p>CKFT did not supply a Witness Statement for their client.</p> <p>No steps were taken by Ms McLean to ensure the implementation of the directions set by the Court. Surely, this should be part of a solicitor's role in acting for a client: to chase to ensure that the other side abides by the agreement – especially directions set by a Court – and given that it implied a joint, simultaneous action.</p> <p>Six days <u>after</u> the Witness Statements were due to have been delivered to the Court, in her letter to me dated 27 October 2003, Ms McLean stated that she had made a suggestion to CKFT for exchange of Witness Statements on 12 December (see my complaint points 10.2 (in the summary), 121 to 126). To my mind this is contempt of the Court's directives.</p> <p>In relation to points 10.4 (in the summary), 127 and 128 of my complaint: I visited West London County Court on 31 March 2004. They told me that there had been no movement on my file since August 2003. Hence, the change in the timing of the directions set by the Court, which Ms McLean said to have agreed with CKFT, was not communicated to the Court. It is now my understanding that it should have been.</p>
Page 7	4 (b)	<p>Re. your 2<sup>nd</sup> paragraph – The point is that Ms McLean <u>waited 7 weeks</u> to make this comment, and I only received this feedback because I pressed the issue by reminding her that 12 December was the date she claimed to have agreed with CKFT for the exchange of Witness Statements.</p> <p>This was the only feedback I ever received from her.</p>
Page 8	5 (b)	Please note that Ms McLean subsequently wrote saying she had made a mistake.
Page 9	6 (b)	<p>Apology. I have not made this very clear. Please note that the issue is that Ms McLean kept on sending me documents on the wrong fax number at work (not that I did not want her to fax me documents at work): she was faxing the documents on the main fax number instead of doing it on the fax machine in my work area. (There are probably over 100 fax machines in my office – each with its own number – in order to service a several thousand staff office located on 7 floors).</p>

While you have made specific reference to e.g. the interest and my lease, you have omitted to do this in relation to the findings contained in the 17 June 2003 report by the Leasehold Valuation Tribunal which were persistently ignored by Ms McLean and Mr Twyman over a period of 4 months – during which time I emphasised / explained / pointed out the issue to them at least 8 times. Please see my complaint, points in the summary: 1.4, 6.1, 8.1, 9.3; points in the main body of my complaint: 8, 19, 33 to 44; 47, 56, 61, 75, 93, 95, 96, 98, 100 and 102. (The exception during the 4 months period was the notes Ms McLean had captured in her Attendance Notes of the 28 October 2003 meeting – see my complaint, points 20, 24 and 98).

Thank you for your time in considering my complaint

