

Ms Rajdeep Tutt
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Client Relations Office
Consumer Complaints Service
(Formerly The Office for the Supervision of Solicitors)
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London SW3 1AX

(By Special Delivery)

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

(My complaint against Mr Richard Twyman and Ms Lisa McLean, Piper Smith & Basham, London)

17 June 2004

Dear Ms Tutt

Reply to your 2 June 2004 covering letter

As explained in my correspondence to you dated 6 June 2004, this letter is in reply to your covering letter of 2 June 2004.

For ease of reply, I have numbered each paragraph in your letter – and preceded this with the page (column 2)

- | | Page &
Paragraph
| |
|----|--------------------------|---|
| 1. | Page 2 | I have enclosed copy of documents I referred to / from which I captured extracts in my 39 page complaint to you, dated 16 March 2004 – as well as added others. |
| | 2. | Please see enclosed pack ¹ which, at the beginning, contains a list of the documents in 2 presentation formats. |

One is ranked by date order. The other by the reference number I have used in my complaint.

For documents I had referenced in my complaint, I have entered the same document description.

For additional documents ie. not referenced by a number in my complaint / not mentioned in my complaint, I have included a more comprehensive description.

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|----|--------|---|
| 2. | Page 2 | Given what I captured in my complaint, your comment that “... <i>the solicitors were merely advising you of your legal position...</i> ” indicates that you have a different understanding from mine of the meaning of ‘ <i>bullying</i> ’ and ‘ <i>intimidation</i> ’. |
| | 2.3 | |

Before selecting these words, I consulted 4 different English dictionaries (Oxford, Webster, Collins and The Collaborative International Dictionary of English), as well as the website of charity organisations who deal with these particular issues. These are the definitions:

¹ Supporting documents comprising a total of 303 pages

3.

Intimidation

- "To make timid or frightened, as by threats; to scare"
- "To discourage, restrain or silence unscrupulously as by threats or blackmail"
- "The act of making others do what one wants through fear"
- "The act of making timid or fearful or of deterring by threats"
- "The feeling of being intimidated; being made to feel afraid or timid; a communication that makes you afraid to try something"

4.

Bullying

- "To intimidate or badger with threats"
- "Bully – a person who hurts, persecutes, or intimidates weaker people, especially to make him / her do something"
- "The act of intimidating a weaker person to make them do something"
- "A bully is an individual who tends to torment others. Bullying is generally seen as a form of harassment"

Examples of instances detailed in my complaint for which I view these attributes as applying:

5.	Point # in my complaint	Description
6.	50 Mr Twyman's refusal to discuss my 7 October 2003 reply. Why did he refuse to discuss it?	Bullying and intimidation
7.	50, 51, 52 Mr Twyman saying that I "have refused the offer" and not expanding on this in any way. When pressed, point blank refusing to discuss this with me. Why did he refuse to discuss it?	Bullying and intimidation
8.	50 Mr Twyman saying that he "hoped that Mr Gallagher will have time to look at it". Why did he say that – and did <u>not</u> add anything else to it (e.g. suggest a fall back option)?	Tormenting
9.	53 Mr Twyman being inaccessible; his secretary not returning my call. Consider that, at the time: (1) we were at minus 24 hours to the deadline (2) I did not know whether Mr Gallagher had looked at my 7 November letter (3) I had not been provided with a copy of the draft reply (4) I had no understanding of Part 36 Offers – other than Ms McLean's one-sided view in her 23 October 2003 letter and at the 28 October meeting. (This lack of information prompted me to start doing my own desk research).	Bullying and tormenting
10	64 Mr Twyman asking me whether I thought he had " <i>nothing else to do other than deal with your case?</i> ". Why did he say that? (Is this how a solicitor should treat his client?)	Bullying and intimidation
11	62 Mr Twyman does not make any comment whatsoever about Mr Gallagher's email of 12 November. Why not? Why did not he say anything? (Is this how a solicitor should treat his client?)	Bullying and intimidation
12	59, 60 Having refused point blank to discuss my reply to the offer, Mr Twyman gives me an ultimatum: " <i>Will you accept their offer, or do you wish to refuse it?</i> " I do not know what the implications of 'refusing an offer' are	Bullying and intimidation

– as, ever since the offer was received, I have not been provided with any information whatsoever on this option:

- aside from Mr Twyman refusing to explain the implications of 'refusing an offer',
- in her letter dated 23 October 2003 Ms McLean only points out the negatives (= threats). Why?
- she continues with her totally unbalanced view at the 28 October meeting, while:
 - (1) being cognisant of the fact that I have not been provided with a demand certified by an accountant
 - (2) being told face-to-face by my surveyor that the specifications sent by CKFT do not reflect the LVT determination of 17 June 2003 (and she captured this in her 28 October Attendance notes)

None of the 3: Mr Twyman, Mr Gallagher and Ms McLean informed me of the CPR guidelines in relation to Part 36 Offers as set out by Lord Woolf's in the Ford v GKR case. Why not?

- | | | | |
|----|----------|--|---------------------------------------|
| 13 | 108 | <p>Mr Skuse's letter of 18 December: "<i>...as far as CKFT are concerned there is a concluded agreement resolving their client's claim... would only lead to further litigation at your cost...</i>". What is Mr Skuse's objective in saying that – bearing in mind as well as that, in actual fact, there is <u>not</u> an agreement?</p> | Bullying and intimidation |
| 14 | | <p>In my complaint, there are also numerous other instances of bullying and intimidation tactics used by Ms McLean e.g. in relation to my 20C application:</p> | |
| 15 | 173 | <p>her 19 September 2003 letter: "<i>Where I the representative for the landlord... I would seek costs against you on an indemnity basis</i>" What is her objective in saying that?</p> | Bullying and intimidation |
| 16 | 170, 173 | <p>her email of 25 September 2003: "<i>I have yet to receive MRJ's letter giving us, in effect, an ultimatum, although I expect to receive that today also</i>" What is her objective in saying that?</p> | Bullying and intimidation |
| 17 | 156 | <p>Every single day she made sure that I received communication intended to scare me so that I end up doing what she wanted me to do: not proceed with my application</p> | Bullying, intimidation and tormenting |
| 18 | | <p>Ms Tutt, I must disagree with you as I do not consider any of the above and other such instances captured in my complaint as "<i>...the solicitors were merely advising you of your legal position...</i>".</p> | |
| 19 | | <p>I view all of the above – and other such instances captured in my complaint - as a psychological game intended to gain control / dominate / silence by causing panic, fear, stress, anxiety, confusion and insecurity.</p> | |

Mr Twyman and Ms McLean succeeded in creating these emotions in me. As a result of their actions I relinquished on some of my key objectives.

They have grossly abused their fiduciary relationship.

20 **Your reference to my 20C Order application**

FIRSTLY, I note that you are giving me an opinion by stating that: *"It is a legal requirement that the other tenants should consent to the action being brought on their behalf"* - whereas on the previous page you stated in relation to e.g. the handling of the Part 36 Offer that *"This office is unable to question the professional judgement of a solicitors or the appropriateness of any action which he may take during the course of a matter"*.

21 I disagree with your opinion – and thereby maintain the position I have held throughout with Ms McLean and Mr Twyman which that – I - alone can be make a 20C Order application.

22 In my complaint, the points relating to this issue are: 1.5 in the summary; 154, 163, 164 and 166 in the main body.

Within these I wish to draw your attention to the following which are included in the attached supporting pack of correspondence – the Lands Tribunal case, correspondence from Oliver Fisher:

23 Extracts from **The Lands Tribunal case' Langford Court v Doren Limited** (LRX/37/2000) (which I had identified and sent a copy to Ms McLean – see my enclosed email of 23 September 2003) from which I quote:

Point 2 – *"The **two applications were made by the lessees of some 44 out of the 125 units...the application under s.20C was intended to be that the order should be made in respect of any service charge payable not only by the applicants for such order but also by the other tenants in the block"***

24 In addition, point 30 states: *"Where, as in the case of the LVT, there is no power to award costs, there is no automatic expectation of an Order under s.20C in favour of **a** (NB! the 'a') successful tenant, although a landlord who has behaved improperly or unreasonably cannot expect to recover his costs of defending such conduct"*

25 In relation to this, I would draw your attention to point 8 of my complaint, namely that the LVT determined that £500,000.00 out of the £736,206.00 demanded by Steel Services was unreasonable.

I put it to you that, in light of this, I should have succeeded in getting the order implemented – and for the whole block.

26 In the attached pack I have included the letters from **Mr Conway, Oliver Fisher**, solicitors, who advised me in relation to the LVT proceedings. You will see that Mr Conway makes it perfectly clear to the LVT and to Martin Russell Jones that I, alone, will be making a 20C Order application.

His letter also states that Mr Paul Staddon, will be making this application at the 28 April 2003 hearing. Which he did. And there was absolutely no objection raised by the LVT panel to my making this application by myself. I will also mention again the fact that Ms McLean attended this hearing.

27 In addition to this, you may recall that my first contact with Piper Smith & Basham was a result of their contacting my solicitor, Mr Conway. See their enclosed letter of 9 April 2003.

28 While I replied on 16 April 2003 (see enclosed) that I was not prepared to incur costs to help them with the 2 Jefferson House residents they were representing, they nonetheless wrote again to Mr Conway on 23 June 2003 (see enclosed).

In their letter, I would draw your attention in particular to the following: *"Are you able to confirm whether or not your client... will be proceeding with her application under section 20C of the Landlord and Tenant Act 1985. We note your client's views previously but we*

simply wish to know whether or not your client is making the application"

29 **No doubt here: 'HER' application.**

Isn't this extraordinary? When Piper Smith & Basham is advising 2 other residents they hold the view that *I can – by myself – make a 20C Order application for the whole block.*

However, when I become a client, they change their view in the totally opposite direction by saying that I cannot – on my own - make an application that will apply to the whole block – and, in the process, do their absolute damnest to ensure I do not proceed with my application.

30 This begs the question: WHY?

I would suggest to you that the answer is under points 24 and 25 above, in this letter.

31 SECONDLY, you are also giving me an opinion in relation to the **"Part 36 Offer"** you state: *"Ms McLean advised you that you could either accept it as it stood, or reject it, you could not amend it to reflect the terms that you would wish to settle on. You feel that Ms McLean was forcing you to accept the offer against your will. As I see it, she was advising you of the law, and the options available to you"*.

32 In addition to what I have already stated in this letter and in my complaint about being given incomplete, unbalanced, biased advice – as well as total lack of information on the implications and process if I rejected it - I would point out to you that when I opted to write directly to CKFT on 19 December 2003 (see enclosed) I stated that *"I cannot agree to the demand for the payment of interest"* and this has been accepted by CKFT (see enclosed their letter of 17 February 2004).

If I can do that, so could Piper Smith & Basham...

... and there is a lot more that they should have done.

33 Page 2 As I stated in my previous letter to you, dated 6 June 2004: *"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"*.

3.2

I do not see a difference with this situation and that of, for example, the purchase of a property when a solicitor chases the other party for the exchange of contract.

On this basis, it is my view that it falls within your scope to investigate this part of my complaint.

To this I would also add the change in the timing for the exchange of Witness Statements from 21 October 2003 to 12 December 2003 which Ms McLean said to have agreed with CKFT which was not communicated to West London County Court. (As detailed on page 2 of my letter to you, dated 6 June 2004).

34 Page 3 I am not complaining to your Office about Mr Stan Gallagher.

4

References to Mr Gallagher are entered in my complaint in the context of communication I have had with Ms McLean – and my question about Mr Gallagher is rhetorical.

35 Page 3 Regarding compensation for financial loss, please see details and supporting evidence in the enclosed immediately after the lists of documents. The total quantifiable cost is **£1,520.29**. It includes:

5.4

36 **£526.79** for loss of earnings.

This is based on hours recorded on my employer's timesheet and a previous note of 'Confirmation of earnings' from my employer, dated 8 August 2003 (enclosed), for the purpose of claiming costs in relation to a court hearing. If required, a similar note can

be produced by my employer to substantiate my claim.

There are notes on the spreadsheet giving details of the activities against the time spent. It includes the 28 October 2003 meeting with Mr Gallagher which was a complete and utter waste of time. Ms McLean did nothing to ensure that I received complete, balanced, objective advice e.g. she did not say anything when I drew the attention to the terms of my lease. This was a highly material fact as it had a very significant bearing on the way that the reply to the offer should have been handled.

37 For the same reason, I am including my surveyor's fees of **£646.25** for attending the 28 October 2003 meeting.

38 I am also including:

- **Butcher Burns** fees of **£176.26** for advice in relation to the offer

- **£50.00 cost of Sheratte Caleb & Co**, the solicitors I resorted to using on 16 January 2004 to send a copy of the documents I had sent to CKFT on 19 December 2003 as they were not replying to my letter – nor cashing my cheques

- **£100.00 for postage** (bike delivery, special and recorded deliveries to Piper Smith & Basham, CKFT) – as this correspondence was as the direct result of PSB actions.

39 These are only the quantifiable costs. I have incurred a lot more costs because of the way I have been treated by Mr Twyman and Ms McLean.

They have caused me the loss of the majority of my spare time from September 2003 onwards writing dozens upon dozens of letters to argue with them and /or endlessly asking them to consider the relevant facts. What cost do I attribute to this time instead of seeing family and friends?

Also, what cost do I attribute to spending Christmas week in a centre in France in an attempt to recuperate instead of spending it with my family? (The doctor I saw at the centre diagnosed that I had low blood pressure).

What is going to be the long term cost to my health of going through this sheer hell?

40 What further costs am I likely to incur as the battle goes on with Steel Services?

It is very clear that Steel Services 'liked' the reply sent by Mr Twyman on 13 November 2003 as, in its letter dated 19 November 2003, CKFT wrote:

"Would you please endorse the draft consent order and resubmit the same to us..."
(see enclosed)

but it clearly did not like my Notice of Acceptance of 19 December 2003 (in which I agreed to everything – except the demand of £143.49 for interest).

Yet, it kept on 'dragging its feet' to send me a consent order which led me to ask the Royal Courts of Justice Advice Bureau for their assistance.

They wrote to the court on 2 April 2004 (see enclosed), leading the court to issue an order to Steel Services dated 21 April (also enclosed).

On 24 May 2004 I received a **demand for payment from Martin Russell Jones of £13,430.50 "brought forward"** – with no explanation as to what this is for (see enclosed). Bear in mind that **(1)** the original sum that they were demanding of me was £14,400.19 **(2)** I paid £2,255.07 in September 2003 and a further £4,095.78 in December 2003. (And the works have not been started).

41 Finally, in this letter I have been referring to new documents (relative to those highlighted in my complaint). I wish to draw your attention to a few more that are included in the enclosed pack:

42 Pages copied from my lease (issued in March 1986)

- 43 Steel Services offer, dated 21 October 2003
- 44 My Witness Statement, dated 19 October 2003, which was criticised 7 weeks later by Ms McLean in her letter dated 12 December 2003.
I would really like to know what is wrong with it. Please, consider also my covering letter to the Statement of the same date.
- 45 My August 2003 calculations of the impact on all the flats of the revised costs issued by MRJ for the 24 and 26 August court hearing – and of the determination of the LVT for my own share of the costs. (Compare that with Ms McLean's comment in her 28 October 2003 attendance notes: "it now seemed that the £14,400 was an incorrect figure..")
- 46 My defence to the County Court claim, dated 17 December 2002 in which I state that the demand does not comply with the terms of my lease. Piper Smith & Basham were given a copy
- 47 Email from Ms McLean, dated 1 October 2003 in which she states that she "will try.. to let you have a schedule of my estimate for stage payments". As you can see from the enclosed Terms & Conditions from Piper Smith & Basham, dated 22 August 2003, I signed them on 27 August (and returned them on that day).

Thank you once again for your time in considering my complaint against Piper Smith & Basham.

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to Name R. Tutt. - OSS

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