



S O L I C I T O R S

Miss Noelle Rawe

4 September 2003

Our ref: LM.R360/1

Ext. 229

Your ref:

Dear Miss Rawe


Steel Services Limited -v- Yourself

I refer to my first letter and in particular the first draft letter to CKFT. We discussed at length sending a draft letter asking them to detail their specifications so that you could know exactly what it was you were being asked to pay for. That, as I understood it was a major part of your claim. If we are to progress this matter efficiently then I think we should deal with that matter. (A)

Incidentally I took a call from CKFT today and, in view of the costs being incurred by both sides they asked whether we would be amenable to any deals. I said that I had noted that you had previously refused to deal with them but in the event that they wished to make an offer I was, as they well know, obliged to put it to you. They intimated that they will make a Part 36 offer. The relevance of this is that if they make an offer which is rejected and, following trial the trial judge makes a determination that is no better than the offer that they had made then you would have to pay their costs from the time the part 36 offer had been made up until the trial. (B)

No doubt we shall discuss matters shortly.

Yours sincerely


LISA MCLEAN
Litigation Assistant
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(A) x (B)
See my
comment on
the next page

Enc.



NKDR comments re. Ms McLean's 2nd letter dated 4 Sep 03

POINT - A

Compare the second sentence: "...letter to CKFT. We discussed at length sending a draft letter asking them to detail their specifications so that you could know exactly what it is you were being asked to pay for"

with what Ms McLean wrote in what she described as her "first letter" – on the same date i.e 4 Sep 03:

- "The question is, did you receive a S.20 notice confirming the amount that the claimants sought in respect of major works. If you have received one (and I think you must have for the reasons stated in my letter of 1 September) then I will need to see it to see whether any of the points you now make are justified. You cannot look at the LVT decision first and then the S.20 notice"

For whose benefit was this 1st letter of 4 Sep 03 written?

Ms McLean had a copy of the 17 June 2003 LVT report + of my 31 July 03 surveyor's assessment of this 17 June determination – and of the 17 July 03 so called "Revised price" specifications sent to me by Mr Silverstone, CKFT. She had also attended the last day of the LVT hearing on 28 April 03

Also from the very beginning, she had copy of my letters to West London County Court dated 24 June 03, 15 July 03 and 9 August 03 – in which I provide comprehensive details of the LVT findings – and stress that the LVT determination has not been implemented by Steel Services – Martin Russell Jones.

DETAILED SPECIFICATIONS MUST BE DRAWN-UP BEFORE A SECTION 20 NOTICE IS ISSUED.

Section 20 (3) (c) of the Landlord and Tenant Act 1985: "The notice shall describe the works to be carried out and invite observations on them and on the estimates..."

Section 20 (3) (e): "The landlord shall have regard to any observations received in pursuance of the notice..."

One of the objectives of this statutory requirement is also to allow lessees to get their own costing.

Ms McLean knew full well that Mr Ladsky et. al – Martin Russell Jones had not redrawn the specifications following the LVT determination. And this is further evidenced by the following.

POINT - B

Her sentence: "Incidentally, I took a call from CKFT today and, in view of the costs being incurred by both sides they asked whether we would be amenable to any deals... They intimated that they will make a Part 36 offer"

Why are Mr Ladsky et. al – Martin Russell Jones trying to make a deal with me ? Why aren't they instead: (1) revising the specification in light of the LVT determination; (2) providing me with the priced specification; (3) Issuing a Section 20 Notice – and then (4) demand payment in a manner compliant with the terms of my lease?

I do not want an 'offer'. This is not the basis on which the service charges operate, doing a deal with one resident, another deal with another resident, and so on, and so on.

As I wrote in my **9 August 2003 letter to Judge Wright**, West London County Court (which I copied to CKFT):
"The LVT has made a determination on the reasonableness of the service charge for the block – as a whole – not just for myself... There are no side deals to be made with the Claimant: the nature of the works and their associated costs must be totally clear and transparent – to ALL lessees..."

Nowhere does the lease state that the share of the service charges payable by individual lessees is dependent on Their amount of 'backbone' and courage to challenge a demand for money they do not owe...
Their resistance to prolonged harassment and intimidation...

What each lessee is required to pay is clearly defined by means of a fixed percentage (see the attached list of percentage for each of the 35 flats supplied by SSL-MRJ in their 7 August 2002 application to the LVT)"

(NOTE: as evidenced by Ms McLean's 5 Sep 03 letter to me, she had a copy of the 21 July 03 reply by the LVT to Mr Silverstone making it crystal clear that the LVT decision applied to the whole block)

Note the "**Incidentally**", as well as "...in the event **they wished to make an offer I was**, as they well know, **obliged to put it to you**". This made it the **2nd time** in the space of 3 days that Ms McLean was trying to push me into making a deal with Mr Ladsky et. al.

And please, note also the threat at the end of the paragraph about rejecting an offer and losing in court.

This is the basis on which these scams operate. I have explained this in what I have defined as "**The Business Model of the Unscrupulous Landlord in 21st Century GB**". For detail, see e.g. (1) points 61 and 62 of my 30 Nov 04 reply to the Law Society in connection with my complaint against Ms McLean and Mr Twyman; (2) section 9 of my 20 Dec 04 complaint against CKFT to the Law Society.