

Mrs Ann Abraham
Parliamentary Commissioner for Administration
12 Bridge Street
Parliamentary Square
London SW1A 2JX

Ms Noëlle Rawé
3 Jefferson House
11 Basil Street
London SW3 1AX

Mobile: [xxx]
Tel (work): [xxx]

(By Special Delivery)

22 November 2004

Dear Mrs Abraham

The true face of the landlord-tenant sector

Having read the '*Parliamentary Ombudsman, Annual report 2003-2004*' I realise that I am breaking the rule as I should be addressing my letter to you through my local MP – who is Mr Michael Portillo. The reason I am by-passing him is that I have asked for his assistance in the past, including meeting with him – and received 3 refusals:

- I prepared a presentation pack in May 2002 I sent Mr Portillo ahead of my meeting with him on 28 May 2002. In the pack I explained the situation in which I and other lessees in my block were finding ourselves at the time – principally, an intention by the landlord to ask residents for a very large sum of money for major works.
- When I met Mr Portillo he told me that he did not think he could help me, advising me to get legal advice, but that he would nonetheless think about it. In a letter of the same date he repeated the same thing: "*Get legal advice*"
- As I had heard that Mr Barry Gardiner, MP, was sympathetic to the plight of leaseholders, on 1st July 2002 I sent him a pack similar to the one I had sent to Mr Portillo. In a letter dated 27 July 2002 Mr Portillo tells me "*I am your Member of Parliament*", and now for the second time, to "*get legal advice*"¹. (Based on my now very comprehensive first-hand experience of government bodies I have turned to for help, I have coded this reply as a euphemism for "*get lost!*")
- Mr Portillo did this a 3rd time, when I again pleaded for his assistance² (By then I had received a "*major work*" service charge demand of £14,400 (for a basement studio flat!) which, in addition, showed a clear intent of asking for more money at a later stage for the same works.

In light of this experience – and given the nature of what I have to report – I know that there is no point my contacting Mr Portillo.

While I realise from your Annual Report that 'your hands are likely to be tied' because I have come in through the back door, I am nonetheless writing for the following reasons:

- The back door is my only point of entry.
- It seems from the contents of your Annual Report that you are genuinely interested in helping the 'common people' get redress from the failings of government bodies – combined with the aim of ensuring that failings are addressed.
- If you cannot help me, I will have at least brought to your attention what is actually going on in the landlord-tenant sector.

¹ Letter from Mr Michael Portillo, MP, to me, dated 27 July 2002

² Letter from Mr Michael Portillo, MP, to me, dated 6 August 2002

There is an estimated 2 million leaseholders in this country. From contact with many other leaseholders over the last 3 years³, I have come to realise that my story is not, in the main, untypical.

Hopefully, by alerting you to what is going on, my story will be of use to you as a trigger for change.

Nobody should have to go through what I have gone through in the last 3 years. Not in the 21st century. And not in a country that considers itself 'civilised' and has signed up to the European Convention on Human Rights.

For more than 3 years now my case has taken-up, on average, c. 25 hours of my time every week – equivalent to nearly/ maybe more than 4,000 hours of my life. Based on a 45 week working year of 35-hour weeks, this is equivalent to more than 2.5 years of my life. As I am in full time employment, it means that I have spent practically all my weekends, many weekday evenings and a significant part of my annual leave in the last 3 years fighting my case. As you can imagine, from this amount of time spent on the case, there is a 'big' story to tell and a 'huge' amount of documents in support of it.

However, as this has led me to write complaints, I will use these documents as a means of relating events to you. I have aimed to make all my complaints 'stand alone' documents by capturing part of the contents of various documents – thereby rendering the purpose of the enclosures simply as a means of verification. Because of the sheer volume of documents, I am only attaching a few additional documents. The enclosures are in chronological order preceded by a list. Should you wish it, I would be happy to provide you with any document you require.

My case

My case (which you may have heard of through the press⁴) relates to a service charge dispute for major works at Jefferson House where I have been the lessee and sole resident of flat 3 (a basement studio flat) since 1986.

The landlord and freeholder for the block is a British Virgin Islands registered company, Steel Services (comprising of Mr Andrew David Ladsky et.al).

The managing agents, (since the late 80's), are Martin Russell Jones (MRJ) (based in Hendon Central, London NW4 3JN), comprising of Ms Joan Doreen Hathaway and Mr Barry Martin. (Ironically, the shop frontage also states: "*Office of the Hendon Christian Housing Association*").

Solicitors for Steel Services are Cawdery Kaye Fireman & Taylor (CKFT), (London NW3 1QA). (They have acted for Mr Ladsky since at least the early/ mid 90's as they instructed Counsel in the TSB Bank plc v. Arthur Ladsky, 1996 Court of Appeal case. Messrs Andrew Ladsky and Arthur Ladsky were both directors of Combined Mercantile Securities, the company against which TSB successfully claimed repayment of advances made under a facility letter, together with expenses and interest – a total of £3 million).

The sum I originally disputed was a demand of £14,400 for major works dated 17 July 2002. ('Originally' as I am now back to square one: 3 weeks ago I received an invoice from MRJ for £14,500 with no explanation whatsoever. Yet, I have exchanged a Consent Order with Steel Services for the sum of £6,350. West London County Court endorsed the Order on 1 July 2004).

Put simply, the basis of my case is that I dared to ask the following question to Steel Services and what I can only describe as its 'puppets', MRJ: "*You want £14,400 from me for major works to the block, what are you going to spend it on?*". I do not consider this an unreasonable question. My experience of the last 3 years conclusively demonstrates otherwise.

My requests to Steel Services - MRJ and CKFT - for details of the composition of the sum demanded of me were consistently ignored (please see attached my Witness Statement dated 19 October 2003 for details of these requests⁵). (My Witness Statement never made it to the court).

³ Note: In particular through C.A.R.L. (Campaign for the abolition of residential leasehold) www.carl.org.uk

⁴ (i) "*Left homeless for £25*", Evening Standard, 12 December 2003; (ii) "*My property nightmare – Extortionate service charges*", Sunday Telegraph, 19 October 2003

Aside from not being provided with the necessary information to which I am entitled – as per my statutory rights under Section 20 of the Landlord & Tenant Act 1985 - other factors which, among others, led me to pursue an answer to my question were:

- I suffered extensive harassment, intimidation, as well as assault from the time that I challenged MRJ on the true nature of the major works at Jefferson House. (Steel Services had obtained a planning application for building a penthouse flat and it was clear to me that the brief focused essentially on works required as a result). (For details on the harassment, intimidation and assault I have suffered please see attached pages 29 to 35 I have extracted from my 29 August 2004 response to the barrister against whom I filed a complaint with the Bar Council ⁶).
- Other residents had previously suffered a similar treatment, including in particular the person who was running the Residents Association for Jefferson House. (Same reference as above for further details).
- In her 26 March 2002 letter Ms Hathaway had stated that *"The surveyors have indicated that the cost of works is likely to be in excess of £1 million + VAT and fees"*. This would bring the amount to over £1.5 million and hence, my share for a studio flat to over £30,000.

1 Leasehold Valuation Tribunal (LVT)

Within days of sending the service charge demand, on 7 August 2002 Steel Services, through Ms Hathaway, made an application to the LVT to *"determine the reasonableness of the global sum demanded"* (amounting to £736,206.00 – including VAT and management fee). (My 'fixed' percentage share of this is 1.956%)

This led to a pre-trial hearing on 29 October 2002 attended by several residents including myself. It was followed by a hearing on 5 February 2003 where I ended up being the only resident challenging the claim and at which the first day of the substantive hearing was postponed until 13 March 2003, in the words of the Tribunal: *"In the interest of justice"*.

Comprehensive details relating to the LVT proceedings are included in my attached letter to Mr John Hutchings, Tenancy Relations Officer, Royal Borough of Kensington & Chelsea (RBK&C), dated 11 November 2004 ⁷ in pages 5–11 and 16-19)

My assessment of the LVT:

The 17 June 2003 report is a fair representation of what happened. The Panel did not spare Steel Services, MRJ and Mr Gale in its criticisms. It accurately captured evidence (e.g. truly reflecting what Ms Hathaway, Mr Jones and Mr Gale said; reproducing the contents of a letter it had received from Mr Andrew Ladsky). It also drew on its experience and knowledge to add weight to its determination (e.g. quoting best practice from the RICS code in relation to contingency funds, and drawing attention to the clause in the lease; quoting cases).

However, it failed on one major count, as though at the 11th hour the LVT made a U turn and opted to protect Steel Services: it did not include a summary of the impact of its decision on the global sum demanded making it impossible for anybody who did not have all the documents to figure this out.

When I opted to challenge Steel Services' action in the LVT I thought I would end-up with a decision. Instead, I had an open-ended £28,000 report (cost of my surveyor, solicitor and barrister) over which I ended-up battling with CKFT – and for which I paid an extra £1,800 to my surveyor to determine the impact of the determination on the sum demanded.

From his assessment: the overall impact is that of the £736,206 originally demanded, the LVT considered £500,000 of this as unreasonable.

⁵ My Witness Statement, dated 19 October 2003

⁶ Pages 29-35 of my 29 August 2004 response to the barrister's reply against whom I filed a complaint

⁷ My letter to Mr John Hutchings, Tenancy Relations Officer, RBK&C, dated 11 November 2004

As I was battling with CKFT over the LVT determination, I wrote to Ms Siobhan McGrath, Head LVT, asking her to include a summary to the report. She refused on the ground that it would be “*re-opening a decision*”. I argued that it was not, rather it was about “*finishing an incomplete report*”. She still refused to take action, stating in her 26 November 2003 letter: “*this may well be regarded as providing additional reasons*” (which is an interesting comment).

I also asked Ms McGrath to have the summary of the case on the LVT’s ‘Decisions’ online database of cases amended to ensure factual accuracy as the summary reads as though I am the cause of the action. The first paragraph reads: “*Dispute concerned works that, following delay caused by adjournment requested by Respondent, had risen from £564,467 to “£592,762.68 or £600,904.12 from 30 June 2003 to 30 September 2003”*” (see attached the entry and my comments ⁸).

Ms McGrath replied that it had nothing to do with the LVT and that I needed to address my request to LEASE as they had responsibility for the database. On my request to Ms McGrath I had copied Mr Nicholas Kissen, LEASE. My request was ignored. (I find it odd that Ms McGrath has no responsibility in relation to what is captured on the database given that the cases are from the LVT).

Still in relation to the determination: there were a number of items for which the LVT said to be unable to make a determination due to the lack of specifications. These included, among others, the boilers. Given the very large number of cases reviewed by the LVT over the years, I anticipated that in these instances it would be able to make a determination – which would have been extremely useful given subsequent events. It did not.

The government has positioned the LVTs as a forum where flat owners can challenge service charges without the need for professional representation, and where each party pays its own costs. My first-hand experience leads me to disagree with both claims.

Claim 1 - “*...no need for professional representation*”

If I had not employed a surveyor, a solicitor and a barrister - at a total cost of £28,000 - I would not have stood a chance in the LVT as there is total inequality of arms.

- On 12 January 2003, I wrote to the LVT requesting a postponement of the hearing because I still had not received from MRJ the priced specification for the proposed works ⁹. This was refused. (At the same time, I had also copied the LVT on my letter of 12 January 2003 to Ms Hathaway ¹⁰)
- On four occasions over the previous three-month period I asked the Tribunal for its assistance in obtaining, from MRJ, a copy of the priced specification. MRJ was in complete breach of the directions set by the Tribunal, which included meeting residents’ requests by 17 December 2002 so that residents could have their own advisers review the specification. The priced specification was eventually hand-delivered to my door... *36 hours before the 5th February hearing!*
- To every single question I posed to the Clerk of the Tribunal, Mr David Stewart, I received the same reply: “*Get legal advice*”.

Being represented by a barrister and a surveyor proved equally critical for the subsequent three days of hearing.

Claim 2 - “*...each party pays their own costs.*”

When it comes to the £30,000+ of my life savings I have spent as the result of the action through the LVT, there is not the shadow of a doubt on my position: I cannot recoup a single penny of it.

However, when on the last day of the hearing my Counsel told the Tribunal I requested that Steel Services be prevented from putting its costs on the service charge, Mr Ladsky’s Counsel, Mr Warwick, replied “*my client will not charge Ms K-Dit-Rawé for costs, but intends to charge the other residents*”. At this point, the Chair of the Panel, Mrs Goulden, said: “*Oh well I don’t know, I am not sure, I’ll have to*

⁸ Summary of case # 992, LVT/SC/007/120/02 – as per LVT database at 7 October 2003

⁹ My letter to the LVT, dated 12 January 2003

¹⁰ My letter to Ms Hathaway, dated 12 January 2003

check on this". After the recess she declared: "This will require another day of hearing". She then turned to my Counsel and said: "How does your client feel about this?" (The Tribunal knew that, by then, I had already spent in excess of £25,000 – and also knew that I am on a salary).

How do I feel about this? That it is totally in the interest of landlords to take their case to the LVT:

- They gamble on the fact that individuals such as myself will hesitate to challenge them because they cannot recoup their costs.
- There is a bias in favour of landlords: Point 6 of the LVT's directions handed to residents states: "The parties should note that the Tribunal may consider requiring the respondents to reimburse the applicants with the whole or part of their fees in these proceedings in accordance with Article 11A of the Rent Assessment Committee... regulations 1993". (This acted as a strong deterrent to other residents). (Which is probably why I ended-up being left on my own to challenge Steel Services).

How about when there is damning evidence against the applicant (as was the case in this instance)? Well, if it happens to be a landlord, clearly not.

So, landlords' position: 'head' they win, 'tail' they win.

There were other actions by the LVT that favoured Steel Services:

- From the time it received the application from Steel Services, it waited 2 months to inform residents of the application: it communicated this to us in a letter dated 8 October 2002. It waited another 2 days to inform us of the pre-trial hearing set for 29 October. As many residents live overseas, this barely gave them a 10-day notice of the pre-trial hearing giving them very little chance of being able to attend.
- In its 8 October 2002 letter it sent me (and other residents), the LVT stated that it included a copy of the application and supporting appendices sent to the LVT by Steel Services. In fact, it did not include a copy of the *Appendix: "statement showing how the service charge is made up - individual items, or estimated items, breakdown of costs of each item to show how the service charge is calculated"* it had been provided with. At the 5th February 2003 hearing the Clerk, Mr David Stewart, admitted that "not all the residents have been copied on this enclosure". (While he should be praised for his honesty) I wonder why he did not copy me (and other residents) on this critical component of the application.
- At the 29 October 2002 pre-trial hearing, all the residents were clamouring for a copy of the priced specification. In fact, the LVT had a copy on file since early August. Yet, it did not say or do anything.
- On 18 December 2002 I wrote to Mr David Stewart telling him that we were now past the 17 December 2002 deadline set by the Tribunal and I still had not received anything from MRJ. Consequently, I would be unable to meet the directions set by the LVT (getting my own expert to review, by 7 January 2003, the evidence meant to be supplied by MRJ). Mr Stewart did not do anything. In actual fact, he had been provided with a copy of Steel Services' 'expert report' before 1st December as I have a copy of a fax sent by Ms Hathaway to the LVT in which she states: "I understand you have already received our experts report direct"
- The LVT also refused my 12 January 2003 request for the postponement of the 5 February 2003 hearing.

My view is that all concerned thought that I would be a 'push over' at the 5 February hearing because they had never received communication on my behalf from a legal advisor. (I view the treatment I received from the LVT in the weeks preceding the hearing (as detailed above) as further evidence of this perception). I could see / sense total disbelief, as well as great annoyance at the fact that I had turned up for the hearing with a surveyor, a barrister and a solicitor. The beginning of the hearing was decidedly 'frosty'.

In my opinion, Steel Services had applied to the LVT with the aim of being able to 'steamroll' its application with no opposition and thereby get the 'official seal of approval'.

Further supporting my opinion as to its objective in making the application to the LVT, is the fact that precisely one month after the pre-trial hearing, i.e. on 29 November 2002, Ms Hathaway (on behalf of Steel Services), filed **one** claim in West London County Court against 11 residents representing 14 flats.

2 West London County Court and Wandsworth County Court

I am tempted to describe events with West London County Court and Wandsworth County Court as 'Developing Country at its worse'. However, this would be an insult to the least developed of the Developing Countries.

I have included comprehensive details of events with the courts in my attached letter of 11 November 2004 to Mr Hutchings (pages 19-22; 26-42), as well as highlights in my letter of the same date to Mr Gerald Wild, Chief Housing Officer, RBK&C (pages 3-5)¹¹

The key points are:

- Allowing Steel Services to file just one claim against 11 residents which, it seems, makes us, jointly and severely liable for the £304,293.27 claim - which is wrong. (The upside to Steel Services was it only paid £500 to file the claim).
- Proceeding with the action in spite of being made aware that the same action was being pursued through the LVT – and that the LVT had told residents at the 29 October 2002 pre-trial hearing to not pay until the Tribunal had issued its determination. (I personally have evidence of informing West London County of this a total of seven times between 10 December 2002 and 22 June 2003. I know that other residents / their advisors did the same).
- As a result, being instrumental in 7 residents 'capitulating' before the LVT had issued its determination – thereby allowing Steel Services to charge residents differentially (other than on the basis of their allocated fixed percentage share of the service charges) – which is clearly wrong.
- Not challenging Steel Services on its claim that it had implemented the LVT determination (which it had not).
- To the very end, continuing to disregard the LVT determination, as evidenced by the fact that the last resident to give in (Defendant # 5) appears to have ended-up paying more than the original sum demanded (order dated 2 August 2004 from Wandsworth County Court).
 - (On 22 July 2004 I had sent a letter to Judge Ashworth, Wandsworth County Court, telling him, among others: "*The issues relating to the claim have been dealt with by the Leasehold Valuation Tribunal in an identical claim which Steel Services pursued concurrently with its claim in the Court. The LVT issued its determination on 17 June 2003. I provided a copy of the report to the Court, as well as a copy of my surveyor's 31 July 2003 assessment of the LVT determination. My letters to West London County Court of 22 June 2003, 15 July 2003 and 9 August 2003 provide comprehensive details*")
- Having allowed Steel Services to file just one claim against 11 residents, West London County Court in particular, but also Wandsworth County Court have proved to be totally incapable of managing the claim.
 - In my case, this led to what I can only describe as harassment, bordering on persecution: on 3 occasions, I was told that an action concerned me when in fact it did not.
 - These were being told that: (1) a charging order hearing concerned me (4 April 2003); (2) a judgment had been entered against me (18 March 2004); (3) I was the Defendant in a trial (due to take place on 17 August 2004 and subsequently cancelled) (This related to the 5th Defendant).
 - As you can imagine, in every instance I went through the most awful anguish, torment and distress. One of these (the 4 April 2003 charging order hearing) led me from being minutes

¹¹ My letter to Mr Gerald Wild, Chief Housing Officer, RBK&C, dated 11 November 2004

away from paying another £2,000 to my then solicitor. (In the end, it nonetheless cost me £600 of surveyor fees and a half-day of my annual leave).

- To these events must also be added:
 - My missing the 28 May 2004 hearing because West London County Court sent the notice to the Royal Courts of Justice Citizen Advice Bureau (who were advising me) instead of sending it to me as instructed. (West London County Court has implemented CKFT's requests for hearings with amazing speed leading to my usually having a 10 day or less notice of hearings).
 - Wandsworth County Court asking me to fax them a copy of the Consent Order that had been endorsed by West London County Court because they had not made a copy for my file.
 - West London County Court sending the wrong tape to the firm I had selected to do a transcript of the 28 May 2004 hearing. (As it initially took Wandsworth County Court several weeks to comply with my request, this mix-up added several other weeks to the process).

(I understand that other residents have also suffered from the complete and utter shamble that reigns in West London County Court. I do not have evidence in support of this. What I can add is that, on one occasion, when I phoned the court to make sure that the payment I had made following the 26 August 2003 hearing had been registered, as the person was looking at the records, she said: "*Oh, in November there is an entry: 'Has paid', but it does not say who has paid or how much they've paid*")

On 30 June 2004 I sent a letter to Lord Falconer of Thoroton QC on which I copied Christopher Leslie MP (responsibilities for Court service, etc.) and David Lammy MP (responsibilities for Human Rights, etc)

¹²

As you can see from the attached, the main purpose of my letter was to seek his assistance. I was at my wits' end with West London County Court. I also took the opportunity to relate my past experiences with West London County.

This led to the attached reply nearly 2 months later from Mr Ian Anderson, Head of Customer Service Unit, Court Service ¹³. This letter is typical of the type of letter I have now become so accustomed to receiving from a government body I have turned to for help: arrogant, defiant, dismissive with, in this instance, a higher than usual dose of insult to my intelligence.

I refer in particular to the 3rd sentence contained under the 2nd bullet point: "*Unfortunately, this can be very confusing as the order has your name on it and leads you to believe that it relates to you when it actually refers to another defendant.*" Among the excuses used by Mr Anderson, he claims that the court had to copy all communications to all the Defendants. If so, then I never received any communication relating to the procedure in relation to Defendant #1, Defendant #3, Defendant # 4, Defendant # 6, etc, etc.

He talks of the difficulty faced by the court in handling a claim that covered many Defendants. Why did the court allow such a claim to be filed in the first place? (As I explained earlier on, it seems to me that this makes us jointly and severally liable for the claim – which is wrong)

Although Mr Anderson ended his letter by saying "*I am sorry that I cannot be of more help to you*", I nonetheless sent him a note saying that I would reply to his letter. I have yet to do it. One thing I want to say to him is that I must remember in future that when I receive correspondence from a government body, such as for example an income tax demand from the Inland Revenue, I can ignore it even though it only has my name on it and my address and nobody else's.

3 Royal Borough of Kensington & Chelsea Housing Department and the Local Government Ombudsman

In June of this year, I wrote to the Tenancy Relations Officer at the RBK&C Housing department requesting his assistance in obtaining the 2002 year-end accounts for Jefferson House as my various

¹² My letter to Lord Falconer of Thoroton QC, dated 29 July 2004

¹³ Letter from Mr Ian Anderson, Head of Customer Service Unit, Court Service, dated 23 August 2004

requests to MRJ and CKFT had been (and are still to this date being) ignored. To this I subsequently added the year-end accounts for 2003 as these had become due.

Yet again, this request for assistance to a government body has led me to go into battle.

After several letters to the Tenancy Relations Officer, at the end of August I opted to approach the Councillor for my Ward, Mrs Ritchie. I attach the letter as it summarises events (from page 3) up to that point ¹⁴. Mrs Ritchie referred my letter to Mr Gerald Wild, Chief Housing Officer. I chased an answer by email on 10 September 2004 ¹⁵ and again on 15 September ¹⁶ As none was coming, I filed a complaint with the Local Government Ombudsman (LGO) on 17 September 2004 ¹⁷.

This led to Mrs Ritchie sending me a letter dated 30 September 2004 ¹⁸ to which I replied on 5 October 2004 ¹⁹ counteracting her excuses.

In his reply dated 5 October ²⁰ Mr Moriarty, LGO, tells me that he will send a copy of my complaint to the Council; that *"For the moment you need take no further action on your complaint. Once the Council has considered your complaint, if you are still unhappy, please send me the papers and say why you are dissatisfied"*. He terminates the letter by saying: *"If I do not hear from you within the next 8 weeks, I will write to you again to see if you are satisfied with the outcome"*.

I find the 8 week grace period exceptionally generous given that by the time Mr Moriarty wrote the letter, exactly 4 months had elapsed since I had first approached the Housing department.

This led me to explore where exactly the LGO fitted within the government organisational structure and to discover that it comes under Mr Nick Raynsford who also has responsibility for Local Government. While I admit to not knowing the detail of the activities, this looks to me like a conflict of interest (similar to e.g. the Law Society being both, a trade union and a regulatory body).

I then received a letter from Mr Gerald Wild dated 15 October ²¹ to which I replied in my attached letter of 11 November, and a letter from Mr Hutchings, dated 25 October 2004 ²² to which I also replied on the same date i.e. the letter I have so far been referring to on several occasions in this document.

I am now extremely tired of the pushback letters I keep receiving from government departments I turn to for assistance. I have also caught on the 'tricks' used by these departments to get rid of people like me. Hence, to short-circuit my being made to go through any more 'loops' all with the aim of wearing me down so that I give up, I made it bluntly clear in my letter that I understood the underlying strategy.

Not surprisingly, this did not go down well. I copied the LGO on both my letters – including stating in my covering letter that I knew where the LGO fitted within the organisational structure ²³.

The outcome is that 'Big Brother' has decided to punish me for being an insolent, daring nobody:

- Mr Moriarty copied me on his email of 16 November to Ms Edila, Director of Law and Administration, RBK&C, and Mr Morcom, RBK&C (NB: role unknown) in which he states, among others, that: *"We will treat this as a new complaint which will be registered in due course..."*

¹⁴ My letter to Mrs Ritchie, Brompton Ward Councillor, dated 30 August 2004

¹⁵ My email to Mr Gerald Wild, RBK&C, dated 10 September 2004

¹⁶ My email to Ms Carretas, for the attention of Mr Wild, dated 15 September 2004

¹⁷ My complaint to the Local Government Ombudsman, dated 17 September 2004

¹⁸ Letter from Mrs Ritchie to me, dated 30 September 2004

¹⁹ My letter to Mrs Ritchie, dated 5 October 2004

²⁰ Letter to me from the Local Government Ombudsman, dated 5 October 2004

²¹ Letter from Mr Gerald Wild, Chief Housing Officer, RBK&C, to me, dated 15 October 2004

²² Letter from Mr Hutchings, Tenancy Relations Officer, to me, dated 25 October 2004

²³ My letter to the LGO, dated 11 November 2004

There is presently a six week delay in allocating complaints..." ²⁴ (It is clear that I am the 'true' addressee for this email)

- I replied that given the contents of his letter of 5 October, I assumed that an error had been made ²⁵
- To this he replied on the same day: "*No the statement you quoted is not an error...It seemed to me your letter [i.e. of 11 November] was an expression of dissatisfaction with the Council's response... For that reason I decided that your letter be registered as a new complaint (which it must be as your old complaint is closed)*". (Compare this with his 5 October letter). Mr Moriarty then terminates his email by saying: "*... I cannot confirm at this stage that your complaint will be pursued or what further action will be taken*". ²⁶

Translation: Damn you woman! If you think you are going to outsmart us, you won't. We'll do exactly as we planned to do all along: ignore your request for assistance.

At least, the benefit of my approach is that I have saved myself endless hours of pointless letter writing and photocopying, as well as a substantial amount in postage.

(Ms Payne had a similar experience with her local council – as captured in the Evening Standard article: "*neither the police nor Hastings borough council will act*". Yes, ditto as well for me in the case of the police, except that in my case Kensington & Chelsea police extended a somewhat 'helpful' hand to Mr Ladsky) (as captured in the attached extracts from my 29 August 2004 response to the barrister's reply).

4 My current position

Well, my current position is far from brilliant:

- I currently have an invoice dated 21 October 2004 from MRJ for £15,500 which includes a "**Brought forward balance**" of **£14,450**. There is no explanation whatsoever as to what this amount refers to. (It cannot be the regular service charges as, on average, they have been c. £1,200 p.a. The last time I paid them was for June 2003. I have requested that the December 2003 and June 2004 service charge be sent to me, but my requests have not been complied with).
- On 18 July 2004 I sent a cheque for the **ground rent** for the period June-December 2004 (stating yet again, as I had done in December 2003 "*Although I have not yet received the regular service charge demand, I am nonetheless opting to pay the ground rent element*". At the date of writing, this cheque has not been cashed.

Enclosed in the same correspondence as the 21 October invoice, was a letter dated 5 October 2004, stating: "*We have been informed by the solicitors acting for the freeholders, Steel Services Limited that although the ground rent on your flat increased in September 2002 the increase was not sufficient to comply with the terms of your lease. This was because, unfortunately, the information given to us was not correct. Consequently to put matters right we have to ask you for an additional payment as set out on the enclosed demand*".

Actually, it is true that my lease states that the ground rent would increase from £100 to £600 p.a. I had not paid attention to it. (It is buried at the back of the lease).

My view is that I do not need to pay this as Steel Services currently holds a large amount of credit from me:

- (By means of the Consent Order) I paid Steel Services £6,350 for the 'major works'.

²⁴ Email from Mr Moriarty, LGO, to Ms Edila and Mr Morcom, RBK&C, dated 16 November 2004 – 9h39

²⁵ My email to Mr Moriarty, dated 17 November – 10h01

²⁶ Email from Mr Moriarty, LGO, to me, dated 17 November 2004

- Steel Services opted to appoint Mansells to undertake the works.
- Mansells was not one of the contractors who tendered against Killby & Gayford (for which the priced specification was the basis of the LVT proceedings). Therefore, the 'so called' Section 20 Notice of 2002 has been invalidated and a new one should have been issued. This has not happened. The letter from Ms Hathaway dated 26 March 2004 states that they were "*commencing renegotiations with the original contractor and other contractors...*". I have not received any communication between this letter and that of 2 August 2004 informing me of the appointment of Mansells. (I therefore do not even know what works Mansells has tendered for).
- Because of this, under the Landlord & Tenant Act 1985, in particular the statutory instrument 2003 No 1897 which came into force on 31 October 2003, of the £6,350 Steel Services has had from me (for nearly a year), it can only spend £250 on Mansells.

Legally this is my position. However, given my experience with the courts, I now know that I do not stand a chance of getting my rights endorsed (unless perhaps I get a 'heavy weight' lawyer who will charge me such high fees that I will stand a chance that he might actually be acting in my best interests i.e. ensure that I get justice).

The very big concern to me is the forfeiture law (which of course, Steel Services is relying on).

The attached Evening Standard article relates that Joan Payne was left homeless because her landlord, Marcel Sulc, used a landlord's right to forfeit a lease for non-payment of her £25 ground rent for her £60,000 flat. (In actual fact, Ms Payne had sent him 3 cheques for this amount but he was not cashing them). (I am currently in the same situation).

The journalist describes forfeiture as "*a uniquely savage penalty inflicted only on leaseholders*". Here is a law which, in the case of Ms Payne, gave Mr Sulc the right to get possession of an asset that was worth 2,400 times the amount of the alleged debt.

Judge Nigel Howarth, Liverpool County Court, was recently reported in the press as having thrown out a lender's demand of £384,000 it claimed had accrued from an original loan of £5,750 - on the grounds that it "*grossly contravenes principles of fair dealing*". Surely, current forfeiture law which allows recovery of several thousand times the alleged debt ought to more than qualify as "*grossly contravening principles of fair dealing*".

In fact, as reported by C.A.R.L., by having forfeiture on the statute book, the government appears to be in breach of Article 1 of the European Convention on Human Rights. This is illustrated by the decision in 'Commissioners of Customs and Excise v. Newbury'²⁷. In this case, judges ruled that the attempt by Customs and Excise to forfeit property in excess of the import duties owed to it actually breached Article 1 of the European Convention on Human Rights.

As C.A.R.L. also reported in its attached newsletter, forfeiture is also in breach of Article 3 since it constitutes inhumane and degrading treatment.

Mr Sulc's practices have been widely exposed by the media in recent years, including detailed description of his methods on the Radio 4 programme "Face the Facts" in Autumn 2003 – clearly demonstrating that he continues totally unhindered. (Rumour has it that another 'famous' landlord, Mr Nicholas van Hoogstraten, is apparently also continuing unhindered with his practices).

As C.A.R.L. reported, on the same Radio 4 programme, Housing minister Keith Hill admitted that the government had not appreciated just how serious a problem forfeiture (and the threat of forfeiture) is for many leaseholders. These are empty words to appease the media and other constituencies: even after the Commonhold and Leasehold Reform Act 2002 (which the government is introducing at a snail-pace) eventually takes full effect in the year ???, landlords will still be able to forfeit leases.

Given the current state of affairs, I am going to send MRJ a cheque for all the ground rent it demands in the invoice – and hope that it cashes the cheque!

²⁷ Source: Times Law Report, 18 April 2003

I am also going to bring to its attention its breach of the L&T Act 1985 leading to the implication that Steel Services can only spend £250 of my £6,350 on the works being carried out by Mansells. I am sure that this will not even cause annoyance: they know that they are untouchable.

However, I am going to hold my ground on the issue of the year-end accounts. I suspect that the £14,500 includes the service charge for June 03 to June 04. Unless I have the year-end accounts, I will not pay the service charges (given that the purpose of the accounts is to substantiate the service charge demanded). We will see what happens.

This will leave me with another item on which I have now given up: getting a **copy of the trust fund accounts**.

As a contributor and beneficiary to the trust fund in which contributions to service charges are / 'should' be held (which should include my £6,350, plus other monies I have paid as contribution to the contingency fund), I have asked MRJ and CKFT on numerous occasions for a copy of the accounts.

As with the year-end accounts, my requests have been ignored. My asking the RBK&C for assistance in getting a copy²⁸ has led to the reply that "*We don't deal with this*"

On becoming a landlord, an individual – regardless of his track record - is automatically granted the right to control anything from several hundred thousand pounds to several million pounds of lessees' money. (Some landlords control several thousand properties).

Whereas a one person business offering financial advice automatically comes under the control of the Financial Services Authorities, a landlord is not bound by any regulation whatsoever on the management of the funds. Oh yes, there is legislation: Section 42 of the Landlord & Tenant Act 1987 "*Service charge contributions to be held in trust*" – but, as I experienced, there is no mechanism to ensure it is implemented.

Section 42.A of the Commonhold and Leasehold Reform Act 2002 states: "*Service charge contributions to be held in designated account...Any of the contributing tenants, or the sole contributing tenant, may by notice in writing require the payee (a) to afford him ... facilities...for taking copies ... or extracts from them... The payee must comply with a requirement imposed by a notice under this section within the period of 21 days...*"

Quite frankly, as and when this becomes law in the year ??? it will be of absolutely no use to lessees: given that currently I cannot get my statutory rights implemented (e.g. section 21 of the L&T 1985 Act which is nearly a carbon copy of that above), how will this be any different? There is no mechanism now to ensure implementation and there will not be one then.

The only avenue open to lessees is to 'try' to exercise their rights through complex legal processes that are difficult for most people to access because of the prohibitive cost of legal advice. And even then, based on my first-hand experience with the courts, there is no guarantee of this.

Another worry about trust funds is when the landlord company is registered offshore, such as for example the British Virgin Islands where there is protection of assets from repatriation by foreign governments (detailed on the BVI financial authorities' website as one of the benefits). Given the current state of affair, it can be safe to assume that, should some lessees find themselves in a situation where the landlord has transferred the trust fund offshore, they will have to say goodbye forever to their money. (The cost is likely to prevent most people from taking legal action).

5 Conclusions

While my story is unique in its details, it is not a case of the system exceptionally breaking down. It reflects the norm. C.A.R.L. has bags full of correspondence from people with stories that have much in common with mine and that of e.g. Joan Payne.

The stories that are reported in the media are barely the tip of the iceberg. The main reason is that for the majority of people their home is the sum total of their financial wealth. So, they prefer giving in and

²⁸ My letter to Mr Hutchings, dated 2 July 2004

then move on rather than risk not being able to sell their property – which, of course, only serves to perpetuate the system. (I must say that, had I known at the beginning what I know now, I would have done the same. I would have paid the £14,400 and left – probably losing another few thousand pounds relative to the market price. Unfortunately, I naïvely believed that the system was there to help me. When I realised that it was not, I was way past the point of no return).

The stories which make it into the media tend to be those of people who, like me and Joan Payne, have reached the stage of utter despair and feel that, as everything is lost, there is nothing to lose.

The personal and financial costs suffered by people such as myself are beyond beggar's belief considering that it is happening in a so-called 'civilised country' in the 21st century:

- To date, some 4,000 hours of my life
- Close to £50,000 so far spent on a surveyor, solicitors, barristers (and I am on a salary)
- Probably in excess of £4,000 on postage
- It has caused me very significant loss of earnings as I have had to take time off work
- It has caused me and continues to cause me an enormous amount of stress, anguish and distress leading to serious consequences on my physical and emotional health requiring the need to seek medical treatment. What is going to happen next? Will Steel Services go to court and obtain an order to forfeit my lease? Will Steel Services file another claim against me in relation to the £14,500 invoice, dated 21 October 2004 (for which there is absolutely no explanation)? (It only cost Steel Services £500 to file one claim against 11 residents).
- What is going to be the long term cost to my health of going through this sheer hell? I do not know. Looking around the group of people I am in contact with who are going through similar and even worse hell than me, and some of them for even much longer than I so far have, I see people who are getting cancer. So, maybe my tombstone will read: *"She died because the British government opted to not only turn a blind eye and a death ear, it actually helped a greed-ridden bunch of people who wanted to make her pay for a penthouse flat and enlargement of flats on 4 floors – all in the name of the leasehold system. She fought for all she had: a flat which was going to be her pension fund".* What an epitaph! But it will also say: *"But she lives on because she religiously scanned every document she received and saved them with those she produced on CD-ROMs of which she frequently gave each one of us an update. We'll continue the fight!"*
- I am living in a stage of siege in 'my home' (door bell now disconnected for more than 2 years; phone also disconnected; use of a PO Box to prevent my mail from being intercepted)
- As a woman, living on my home in a basement flat I feel particularly vulnerable, especially knowing that if I am attacked, there is no point my contacting the police (as Joan Payne also realised with Hastings police). (And now that I am 'shaking the tree' through my various complaints, I feel even more vulnerable).
- I also feel vulnerable when I am in the street as I have been followed on numerous occasions. I am therefore constantly on my guard the minute I leave home, or the office (which is the only place where I feel safe). (I have heard of several residents in a local block of flats who have likewise been followed overall a period of several months). (As far as I know this is a different landlord to Jefferson House's).
- There are documents containing serious defamatory statements about me that have been circulated by the courts, Steel Services and its advisors to other residents - and therefore the public at large. They could affect my future employment prospects, as well as credit rating.
- I have been the victim of criminal offences under several acts: Landlord & Tenant Acts 1985 and 1987; Protection from Harassment Act 1997; Defamation Act 1996; Theft Act 1968, as well as under the European Convention on Human Rights. If I want redress, the responsibility for taking action is placed squarely on me – as all the authorities I have come in contact with have opted to put the blinkers on. The only way I 'may' have a hope of getting (some?) redress is if I could afford 'heavy weight' lawyers. Actually, if I had that kind of money I doubt very much that I would be doing it

Subsequent note: replace with "deaf"

(unless I suffered from the defamatory materials currently in circulation). I would just move on and try to pick up my life again. This horrendous nightmare has already robbed me of far too much of my life as it is.

- My first-hand experience with the courts, the police, the local council and their complaint procedures has led me to conclude that I am totally and utterly on my own against an unscrupulous landlord and its aides.

My family and friends are all saying to me: "Get out of there! It's destroying you!". The point is: I can't. I simply cannot afford to practically give my flat away i.e. all of my financial wealth.

As I see it (unless I win the lottery), the only action I am left with is to continue adding to the hard evidence, adding chapter after chapter to my story. I do not know when it will end, nor how. I fear, very badly.

In terms of government bodies, you are the 'end of the line' for me – with the exception of the Legal Services Ombudsman - whom I have yet to contact – but in which I have a tiny bit of hope having heard an interview with Ms Zahida Manzoor on Radio 4 a while ago. However, this will only be limited to my complaint against legal advisors.

There is a saying: 'An Englishman's home is his castle'. When I opted to become a British national as a commitment to a country where I have spent all of my adult life, I had not appreciated that this saying only applies to a minority of the population resulting in the likes of me, or the 'Great Unwashed' as I understand we are called in some circles, having some statutory rights only on paper – not in reality.

This country sent thousands of troops to Iraq to 'liberate the Iraqi people from the tyranny and oppression of Saddam Hussein' yet, it turns its back on its own people when it suffers tyranny and oppression at the hands of abusive landlords. It's scandalous!

If things are left as they are, it is going to get worse for 2 reasons: (1) more and more landlords are catching-up on the fact they have in effect carte blanche to do exactly as they please; (2) as C.A.R.L. reports, there is no requirement on developers to build new flats on a commonhold basis. Hence, they are opting for leasehold which is obviously a lot more lucrative.


So, more lives are going to be destroyed all because of the dictate that the archaic, feudal leasehold system must stay in place – and there is no mechanism to protect people who fall pray to rogue landlords.

As I said at the beginning Mrs Abraham, If you cannot do anything because I have approached you directly, I will understand. At least I will have achieved my objective of alerting you to what is actually happening in the landlord-tenant sector. I hope that this will be of help to you and your Team in fulfilling your objectives

Please, feel free to phone me.

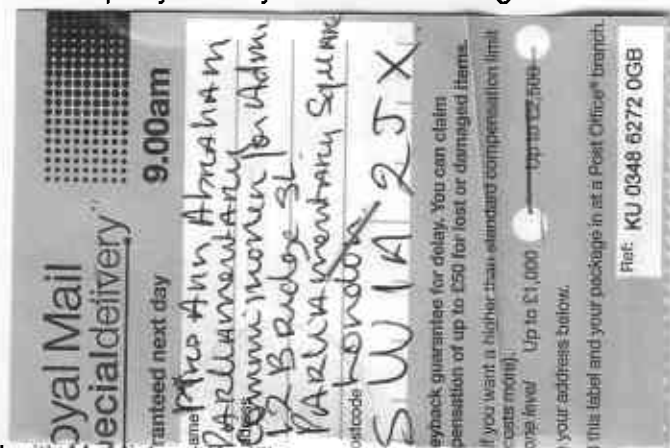
With best wishes

Yours sincerely



Noëlle Rawé

PS. Please note that I do not wish to have any more contact with Mr Michael Portillo



List_Enclosures_POmb_(22Nov04)(FINAL)

02.07.29	Letter from Mr Michael Portillo, MP, to me, dated 29 July 2002
02.08.06	Letter from Mr Michael Portillo, MP, to me, dated 6 August 2002
03.01.12	My letter to the LVT, dated 12 January 2003
03.01.12	My letter to Ms Hathaway, dated 12 January 2003
03.10.07	Summary of case # 992, LVT/SC/007/120/02 - as per LVT database at 7 October 2003
03.10.19	My Witness Statement, dated 19 October 2003
03.xx.xx	The Leaseholder, C.A.R.L. Newsletter, Autumn 2003, Issue 10
03.12.12	(i) "Left homeless for £25", Evening Standard, 12 December 2003
04.07.02	My letter to Mr Hutchings, dated 2 July 2004
04.07.29	My letter to Lord Falconer of Thoroton QC, dated 29 July 2004
04.08.23	Letter from Mr Ian Anderson, Head of Customer Service Unit, Court Service, dated 23 August 2004
04.08.29	Pages 29-35 of my 29 August 2004 response to the barrister's reply against whom I filed a complaint
04.08.30	My letter to Mrs Ritchie, Brompton Ward Councillor, dated 30 August 2004
04.09.10	My email to Mr Gerald Wild, RBK&C, dated 10 September 2004
04.09.15	My email to Ms Carretas, for the attention of Mr Wild, dated 15 September 2004
04.09.17	My complaint to the Local Government Ombudsman, dated 17 September 2004
04.09.30	Letter from Mrs Ritchie to me, dated 30 September 2004
04.10.05	My letter to Mrs Ritchie, dated 5 October 2004
04.10.05	Letter to me from the Local Government Ombudsman, dated 5 October 2004
04.10.15	Letter from Mr Gerald Wild, Chief Housing Officer, RBK&C, to me, dated 15 October 2004
04.10.25	Letter from Mr Hutchings, Tenancy Relations Officer, to me, dated 25 October 2004
04.11.11	My letter to Mr John Hutchings, Tenancy Relations Officer, RBK&C, dated 11 November 2004
04.11.11	My letter to Mr Gerald Wild, Chief Housing Officer, RBK&C, dated 11 November 2004
04.11.11	My letter to the LGO, dated 11 November 2004
04.11.16	Email from Mr Moriarty, LGO, to Ms Edila and Mr Morcom, RBK&C, dated 16 November 2004 - 9h39
04.11.17	My email to Mr Moriarty, dated 17 November - 10h01
04.11.17	Email from Mr Moriarty, LGO, to me, dated 17 November 2004

Mrs Ann Abraham
Parliamentary Commissioner for Administration
Parliamentary Ombudsman
Millbank Tower
Millbank
London SW1

Ms Noëlle Rawé
3 Jefferson House
11 Basil Street
London SW3 1AX

Mobile: [xxx]
Tel [xxx]

(By Special Delivery)

4 December 2004

Dear Mrs Abraham

The true face of the landlord-tenant sector

On 23 November, I posted the enclosed to you by Special Delivery Next Day 9 a.m ¹. Yesterday, when I checked on the Track & Trace system on Royal Mail's website, it returned the message that my correspondence had not yet been delivered to you ².

It turns out that the address I used is for the Parliamentary bookshop – which is the only one available in your online Annual report. Indeed, the index page states '*Annex B – What we do and how to contact us*' as being on page 36. However, this page is actually not included in the report.

Clearly, it does not look as though the pack was forwarded to you.

At this stage, I am planning to send this to you by Special Delivery. However, on Monday, I may opt to deliver it to your Office in person.

Yours sincerely

Subsequent note: I hand-delivered at Millbank Tower on Monday 6 December. A few days later a call from Mrs Abraham's office confirmed having received the pack.

Noëlle Rawé

¹ My letter to Mrs Ann Abraham, dated 22 November 2004, as well as 27 supporting enclosures

² Royal Mail Track & Trace system for Ref: KU 0348 6272 0GB