

Yet again proving the Chinese proverb that "A leopard does not change its spots"

29 August 2006

All of this smells to me like: 'concocted by Andrew Ladsky' - and seriously under-cooked: "WILLINGLY"??? If they were so "willing", then, how come they ended-up being listed on the 29 Nov 02 WLCC court claim? How do you answer that one ICAEW and Pridie Brewster?

Please quote our ref I69236/VSS/lcb

Note also: he and his puppets use bullying and intimidation tactics to force leaseholders to pay, and he then turns around and says "but you agreed!"

PRIVATE & CO
Ms N K-Dit-Raw
PO Box 33 766
London
SW3 1WS

THREAT OF FORFEITURE, BANKRUPTCY PROCEEDINGS AND COURT CLAIMS = FRAUD TOOLS - See My Diary 22 Nov 08; West London County Court + My Diary Year 2003, latter part, for the reason I ended accepting Ladsky's 21 Oct 03 'offer' of £6,350 (v. the original demand of £14,400) which, legally, I did NOT owe either - See also my 3 Jun 08 Witness Statement which resulted in a 6 Jun 08 Notice of discontinuance of "ALL of the (2nd FRAUDULENT) claim" of 27 Feb 07 filed against me by Ladsky's puppets, Portner and Jaskell, again in West London County Court
See in this pack

Dear Ms K-Dit-R

(1) The "revised apportionments" prepared by Martin Russell Jones and supplied by CKFT to West London Country Court at the 24 June and 26 August 2003 hearings
(2) My analysis of the contributions "certified by Pridie Brewster" v. the "revised apportionments" and v. the summary of the 17 June 2003 LVT determination

INVESTIGATION OF A COMPLAINT CONCERNING PRIDIE BREWSTER

I have now had the opportunity to review the working papers of the firm and I set out below the results of my review and my conclusions on your complaint.

My understanding of the LVT decision is as follows and I think that this is crucial in considering this matter further. The Scott schedule provides a summary of costs where a ruling has been given and points out a number of costs that it considers will be improvements rather than repairs. The LVT concluded that tenants cannot be forced to contribute to works that are deemed to be improvements or were deemed to be unreasonable by the tribunal. The LVT also concluded that it would be inequitable not to use some of the money in the

contingency fund to pay for the major works, but make no ruling on this matter. However, what is crucial in the decision is that the LVT stated that tenants could willingly contribute towards the extra costs should they wish to do so. I understand that by consent you have agreed to pay £6,350 of the original contribution demanded of £14,400.

The way that the major works fund has been treated in the accounts is such that all receipts received by tenants have been accounted for and all payments for costs have been accounted for. No account has been taken of demands for payment that have not been paid. For the year ended 31 December 2002 the major works funds shows contributions of £279,484. I attach a breakdown of how this figure is made up (Appendix 1). You will see that the accounts only include contributions that tenants have paid and do not take account of invoices that have not been paid (including your own). I understand that at this point the LVT hearing had not taken place.

See Leasehold Valuation Tribunal for correspondence from some leaseholders by autumn 2002

The contributions to the fund in 2003 were £222,390 and a breakdown of the contributions is shown in Appendix 2 and the contribution that you made of £2,255 are included. In 2004 contributions were £46,242 and this included £4,095 from yourself, £14,146 from flat 7, £21,000 from flat 34 and £7,000 from flat 35.

As you can see only £6,350 has been included as due from yourself as you have agreed and the accounts merely reflect the substance of what payments have been made so far by the lessees. Therefore I do not believe that the 2003 accounts need to be restated and therefore do not believe that there is grounds for disciplinary action against the firm.

Cont'd...

Why is it that these amounts have been lumped together in the 2004 accounts - and do not even state the source? See attached



The ICAEW has PURPOSELY IGNORED what I have highlighted on several occasions: (1) terms of the lease; (2) the fact that the accountant - who recognised it in its 15 April 2005 letter - must be familiar with the terms of the lease; it includes the accountant taking a view on the "reasonableness of the costs" and then "certifying" the accounts i.e. stating with "certainty", etc, etc, etc What Pridie Brewster "certified" are numbers dreamt-up by Mr Ladsky et. al. and their aides. Lessees who paid were NOT provided with information on the composition of the costs. THEY PAID BECAUSE THEY HAD A GUN HELD TO THEIR HEAD

It is also worth noting that the accounts do not provide any opinion as to the adequacy or accuracy of the contributions received. Rather the accounts merely confirm that the amounts received are supported by a bank account balance.

OF COURSE, THROW THE BALL BACK IN MY COURT!
ABSOLUTELY UNBELIEABLE!
THIS IS THE OUTCOME OF SELF REGULATION IN ENGLAND!

I believe that a number of questions are still outstanding and it is my opinion that the 2005 accounts will be key and should be able to provide answers to you. Such questions will need to be asked by the managing agent when preparing the 2005 accounts and the decisions should be reflected in the certified 2005 accounts. These are:

- (i) What is the total cost of the major works?
- (ii) What amount has the landlord paid for in respect of costs disallowed by the LVT and those that were considered to be improvements?
- (iii) Which tenants have willingly agreed to contribute to the costs deemed to be improvements and unreasonable by the LVT?
- (iv) Which tenants have not willingly agreed to contribute to the costs deemed to be improvements and unreasonable by the LVT and what amount of credit note is due to them? (The amount should therefore be met by the landlord and should equal the answer to point (ii))
- (v) What proportion of the contingency fund is to be used towards the major works costs?
- (vi) What refund is due back to tenants in respect of funds used from the contingency fund?
- (vii) What proportion of costs are to be met by the new flats?

Among others, how about the fact that Pridie Brewster - evidently (given the covenants in the lease) - produced the fraudulent "Steel Services estimated expenditure for the year ended 2006"?

You should notice that the 2005 accounts are different. I note that you have made a demand under section 21 of the LTA85 and therefore the landlord/managing agent should comply with this request. The accounts should contain more details and should be prepared on an accruals basis. I also note that these accounts are overdue and that the landlord is obliged to provide you with a copy within six months after the year end. Therefore I suggest that you write to the managing agent and request a copy of the accounts and ask for answers to the above questions.

WRONG!

Another 'Mr Ladsky input'?

I also note that in your last letter you believe that the landlord has not complied with statutory requirements as a new contractor has been appointed. Hence you believe that you are due a credit of £6,100. I cannot comment on this and suggest that this matter is taken up with the managing agent/landlord. If you disagree with their comments you may have to go back to the LVT for another determination.

Sure! And spend another £30,000!! It is precisely for this reason that leaseholders end-up getting ripped-off

I hope that this letter has provided you with more understanding of how the major works have been treated within the financial statements and that you recognise that it is the 2005 accounts which will be key to ensure that the decisions of the tenants have been appropriately reflected and that no revision is required to the 2003 accounts. I do have sympathy with your position as I too have been a tenant of a flat having to deal with similar issues. I imagine that the last few years have been very stressful for you and dealing with this matter has taken up an inordinate amount of time. However I do not believe that Pridie Brewster are at fault in this instance and I hope that you now agree.

10 / 10 FOR IRONY!..

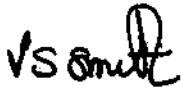
The ICAEW 'finally' raised the issues with Pridie Brewster in its 24 May 2006 letter. Hence, it took THREE MONTHS to get this reply... BUT 'I' only get two weeks to reply... as I had predicted!

- 3 -

I now intend to close my file regarding this matter but if you have any matters which you wish for me to consider further I would be grateful if you could inform me within the next fourteen days. If you do wish to make further comments but will be unable to do so within the next fourteen days then please call me to let me know and to agree a revised timescale. If I do not hear from you within fourteen days then this file will be closed.

I would like to thank you for bringing your concerns to the attention of the Institute and hope that you manage to resolve this matter in the near future.

Yours sincerely



Vicky Smith ACA (Mrs)
Case Manager
Professional Conduct Directorate

Direct Dial: 01908 546385
Direct Fax: 01908 546271
Email: vicky.smith@icaew.co.uk

cc Pride Brewster

Hence the ICAEW has replied AFFIRMATIVELY to the questions I asked in my 17 May 2006 letter i.e.

"Is it your Office's policy to encourage your members to disregard:

- 1.legislation?
- 2.the determination of an independent tribunal that is part of the English legal system?
- 3.legally binding contracts i.e. leases?"

Just as well that the caseworker wrote in her 16 March 2006 letter

"I can assure you that the ...Institute takes its obligations as a Regulatory Body very seriously and does carry out investigations into potential cases of misconduct."

WHAT A JOKE!!!

Yeah, a very worthwhile way to spend over 70 hours of my life. Just as well that the ICAEW's website states

"Protecting the public

The Institute is responsible for protecting the public and safeguarding the reputation of the accountancy profession by ensuring that members maintain the highest standards of professional conduct and competence"

Appendix 1

Summary of contributions to the major works fund at 31 December 2002

	£
Flat 1	0
Flat 2	14400
Flat 3	0
Flat 4	0
Flat 5	0
Flat 6	13092
Flat 7	0
Flat 8	15637
Flat 9	15637
Flat 10	8000
Flat 11	8000
Flat 12	15637
Flat 13	0
Flat 14	14400
Flat 15	16808
Flat 16	16808
Flat 17	16101
Flat 18	16808
Flat 19	15637
Flat 20	0
Flat 21	0
Flat 22	0
Flat 23	0
Flat 24	14400
Flat 25	0
Flat 26	16808
Flat 27	14400
Flat 28	0
Flat 29	15637
Flat 30	15637
Flat 31	15637
Flat 32	0
Flat 33	0
Flat 34	0
Flat 35	0
TOTAL	<u>279484</u>

Appendix 2

Summary of contributions to the major works fund at 31 December 2003

	£
Flat 1	0
Flat 2	0
Flat 3	2255
Flat 4	15637
Flat 5	0
Flat 6	12
Flat 7	0
Flat 8	0
Flat 9	0
Flat 10	7637
Flat 11	6400
Flat 12	0
Flat 13	8662
Flat 14	0
Flat 15	0
Flat 16	0
Flat 17	0
Flat 18	0
Flat 19	0
Flat 20	11855
Flat 21	0
Flat 22	14400
Flat 23	14400
Flat 24	0
Flat 25	14400
Flat 26	0
Flat 27	0
Flat 28	15254
Flat 29	0
Flat 30	0
Flat 31	0
Flat 32	64470
Flat 33	47007
Flat 34	0
Flat 35	0
TOTAL	<u>222389</u>

This was sent to me by Martin Russell Jones in January 2006 as part of the 'year-end accounts for 2004'

CONTINGENCY FUND

FOR THE YEAR ENDED 31 DECEMBER 2004

Balance at 1 January 2004	131,124.68
Add:	
Contributions Received	22,150.85
Net Interest Received	2,129.91
Less Expenditure	(18,157.98)
	<hr/>
Balance at 31 December 2004	<u><u>£137,247.47</u></u>

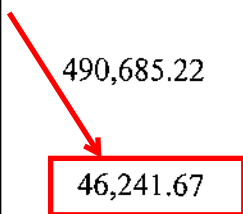
MAJOR WORKS FUND

FOR THE YEAR ENDED 31 DECEMBER 2004

Balance at 1 January 2004	490,685.22
Add:	
Contributions Received	46,241.67
Net Interest Received	4,572.15
Less Expenditure	(258,754.10)
	<hr/>
Balance at 31 December 2004	<u><u>£282,744.94</u></u>

'According' to the ICAEW letter of 29 August 2006, this amount is made up of:
£4,095 from me
And the remainder relates to Mr Ladsky's flats:
£14,146 for flat 7 (v. the original share of £16,808)
£21,000 for flat 34 (v. the original share of £68,120)
£7,000 for flat 35 (v. the original share of £55,895)

WHY IS IT THAT THESE AMOUNTS ARE NOT DETAILED?



ON WHAT???

THESE SO-CALLED 'ACCOUNTS' STINK TO HIGH HEAVEN!

These calculations on the amount of the service charge - per flat - for the major works at Jefferson House **are based on**

- (1) The list of percentages for the 35 flats attached with the 7 August 2002 application to the LVT (filed by Ms Hathaway, MRJ) (see attached)
- (2) The 24.19% reduction allocated to **six flats** - as detailed in MRJ's "Major Works apportionment 24th June 2002 revised" given to me by **Mr Lanny Silverstone**, CKFT, in West London County Court at the 24 June 2003 hearing
- (3) Another schedule (also headed "Major Works apportionment 24th June 2002 revised") - **covering all 35 flats** - attached by **Ms Ayesha Salim**, CKFT, to her 6 August 2003 application to West London County Court for "summary judgement" - for the 26 August 2003 WLCC hearing. With this, the SAME schedule for **6 flats**, supplied at the 24 June 2003 hearing, was also included (see attached)
- (4) The sum claimed for each of the 14 flats included on the claim

1	2	3	4	5	6	7	8	9	10		
Flat #	% share of costs	Original sum demanded in July 2002	MRJ "Revised" amount at 26 Aug 03	Difference (#3 less #4)	% reduction (#5 as % of #3)	From a/cs - Contrib. at 31 Dec 02 (1)	From a/cs - Contrib. at 31 Dec 03 (1)	TOTAL PAID (#7 plus #8)	Amount outstanding relative to original demand (#3 less #9)	Position at 31 Dec 03 (17 months after 15 Jul 02 demand, and 13 months after 29 Nov 02 WLCC claim)	Total paid less "revised" amount at 26 Aug 03 (#9 less #4) +ve = overpayment
1	3.767	27,733	21,025	6,708	24.19		0	0	27,733	NO PAYMENT	n/a
2	1.956	14,400	10,917	3,483	24.19	14,400		14,400	0	Paid in full	3,483
3	1.956	14,400	10,917	3,483	24.19		2,255	2,255	12,145	(My flat) Part payment	-8,662
4	2.124	15,637	11,855	3,782	24.19		15,637	15,637	0	Paid in full	3,782
5	1.780	13,105	9,935	3,170	24.19		0	0	13,105	NO PAYMENT	n/a
6	1.780	13,105	9,935	3,170	24.19	13,092	12	13,104	1	Paid in full	3,169
7	2.283	16,808	12,742	4,065	24.19		0	0	16,808	NO PAYMENT	n/a
8	2.124	15,637	11,855	3,782	24.19	15,637		15,637	0	Paid in full	3,782
9	2.124	15,637	11,855	3,782	24.19	15,637		15,637	0	Paid in full	3,782
10	2.124	15,637	11,855	3,782	24.19	8,000	7,637	15,637	0	Paid in full	3,782
11	1.956	14,400	10,917	3,483	24.19	8,000	6,400	14,400	0	Paid in full	3,483
12	2.124	15,637	11,855	3,782	24.19	15,637		15,637	0	Paid in full	3,782
13	2.124	15,637	11,855	3,782	24.19		8,662	8,662	6,975	Part payment	-3,193
14	1.956	14,400	10,917	3,483	24.19	14,400		14,400	0	Paid in full	3,483
15	2.283	16,808	12,742	4,065	24.19	16,808		16,808	0	Paid in full	4,066
16	2.283	16,808	12,742	4,065	24.19	16,808		16,808	0	Paid in full	4,066
17	2.187	16,102	12,207	3,895	24.19	16,101		16,101	1	Paid in full	3,894
18	2.283	16,808	12,742	4,065	24.19	16,808		16,808	0	Paid in full	4,066

1	2	3	4	5	6	7	8	9	10		
Flat #	% share of costs	Original sum demanded in July 2002	MRJ "Revised" amount at 26 Aug 03	Difference (#3 less #4)	% reduction (#5 as % of #3)	From a/cs - Contrib. at 31 Dec 02 (1)	From a/cs - Contrib. at 31 Dec 03 (1)	TOTAL PAID (#7 plus #8)	Amount outstanding relative to original demand (#3 less #9)	Position at 31 Dec 03 (17 months after 15 Jul 02 demand, and 13 months after 29 Nov 02 WLCC claim)	Total paid less "revised" amount at 26 Aug 03 (#9 less #4) +ve = overpayment
19	2.124	15,637	11,855	3,782	24.19	15,637		15,637	0	Paid in full	3,782
20	2.124	15,637	11,855	3,782	24.19		11,855	11,855	3,782	Part payment	0
21	2.124	15,637	11,855	3,782	24.19		0	0	15,637	NO PAYMENT	n/a
22	1.956	14,400	10,917	3,483	24.19		14,400	14,400	0	Paid in full	3,483
23	1.956	14,400	10,917	3,483	24.19		14,400	14,400	0	Paid in full	3,483
24	1.956	14,400	10,917	3,483	24.19	14,400		14,400	0	Paid in full	3,483
25	1.956	14,400	10,917	3,483	24.19		14,400	14,400	0	Paid in full	3,483
26	2.283	16,808	12,742	4,065	24.19	16,808		16,808	0	Paid in full	4,066
27	1.956	14,400	10,917	3,483	24.19	14,400		14,400	0	Paid in full	3,483
28	1.956	14,400	10,917	3,483	24.19		15,254	15,254	-854	Paid in full	4,337
29	2.124	15,637	11,855	3,782	24.19	15,637		15,637	0	Paid in full	3,782
30	2.124	15,637	11,855	3,782	24.19	15,637		15,637	0	Paid in full	3,782
31	2.124	15,637	11,855	3,782	24.19	15,637		15,637	0	Paid in full	3,782
32	8.757	64,470	48,877	15,593	24.19		64,470	64,470	0	Paid in full	15,593
33	8.422	62,003	47,007	14,997	24.19		47,007	47,007	14,996	Large part payment	0
34	9.252	68,120	51,639	16,481	24.19		0	0	68,120	NO PAYMENT	n/a
35	7.592	55,895	42,374	13,521	24.19		0	0	55,895	NO PAYMENT	n/a
TOTAL	100.000	736,217	558,143	178,074		279,484	222,389	501,873	234,344		93,301

Key Coloured row indicates flat listed on the 29 November 2002, West London County Court claim

(1) Supplied to me by the Institute of Chartered Accountants in England & Wales with its 29 August 2006 letter

Sum demanded by Ms Hathaway, Martin Russell Jones, in her 15 July 2002 letter

This sum was the basis of the LVT hearings resulting in the 17 June 2003 determination

AND, as the LVT determination was NOT implemented: the sum payable by EACH leaseholder should have been CAPPED at £250 = a c.£500,000 FRAUD
See My Diary 6 May 08

This 24.19% reduction falls very far short of the 17 June 2003 determination which was:

- 23%, or £169,500 (US\$299,00) disallowed because "improvements"
- 25.6%, or £144,745 (US\$255,200) no determination due to "lack of specification" – hence, cannot charge
- 19.3%, or £142,000 (US\$250,000) - the contingency fund for which the tribunal held the view that *the lease makes it clear that it was intended for this type of works*. However, the tribunal has no jurisdiction to enforce the use of the fund

Using the full amount of the contingency fund, leaves a sum that can be charged of **£235,947** (US\$416,000) – or 32% of the original sum demanded.

In other words, £500,000 (US\$882,000) of the global sum demanded was not considered reasonable.

MARTIN RUSSELL JONES

CHARTERED SURVEYORS

5 Watford Way,
Hendon Central,
London, NW4 3JL

Management Department
Telephone: 020 - 8202 3858
Fax: No: 020 - 8202 9513

STEEL SERVICE LIMITED
JEFFERSON HOUSE, 11 BASIL STREET, LONDON SW3

MAJOR WORKS APPORTIONMENT 24TH JUNE 2002

REVISED

APPORTIONMENTS

KILBY & GAYFORD INC VAT 502,831.26

FEES INC VAT 55,311.44

558,142.70

* Outstanding at 24th June 2003

Flat No	Percentage	Original	Revised
1	3.767	27,732.88	21,025.24
3	1.956	14,400.19	10,917.27
7	2.283	16,807.59	12,742.40
13	2.124	15,637.02	11,854.95
20	2.124	15,637.02	11,854.95
33	8.422	62,003.28	47,006.78
		<u>152,217.98</u>	<u>115,401.59</u>

* Given at 24 June 2003 County Court hearing.

Verston of
August 2003
County Court

MARTIN RUSSELL JONES

CHARTERED SURVEYORS

5 Watford Way,
Hendon Central,
London, NW4 3JL

Management Department
Telephone: 020 - 8202 3858
Fax: No: 020 - 8202 9513

Supplied by Ms Ayesha Salim, CKFT, with her 6 August 2003 application for hearing to West London County Court (on 26 August 2003) - in which she stated

"Following the decision on 24th June 2003, MRJ issued a revised Major Work Apportionment setting out the revised estimate for the works and calculation of the percentages due from each of the tenants at the property. A copy of the revised estimate and apportionment is attached to this application"

(see next page)

As you can see from the "Summary of contributions" supplied by the ICAEW: IT IS NOT TRUE!

STEEL SERVICE LIMITED JEFFERSON HOUSE, 11 BASIL STREET, LONDON SW3

MAJOR WORKS APPORTIONMENT 24TH JUNE 2002 REVISED

APPORTIONMENTS	
KILBY & GAYFORD INC VAT	502,831.26
FEES INC VAT	55,311.44
	558,142.70

These are original amounts entered by Steel Services on its 29 November 2003 claim in West London County Court.

FLAT NO	PERCENT	S/C PER YEAR	
1	3.767%	21,025.24	27,732.88
2	1.956%	10,917.27	
3	1.956%	10,917.27	14,400.19
4	2.124%	11,854.95	15,637.02
5	1.780%	9,934.94	
6	1.780%	9,934.94	
7	2.283%	12,742.40	
8	2.124%	11,854.95	
9	2.124%	11,854.95	
10	2.124%	11,854.95	15,637.02
11	1.956%	10,917.27	14,400.19
12	2.124%	11,854.95	
13	2.124%	11,854.95	15,637.02
14	1.956%	10,917.27	
15	2.283%	12,742.40	16,807.59
16	2.283%	12,742.40	
17	2.187%	12,206.58	
18	2.283%	12,742.40	
19	2.124%	11,854.95	
20	2.124%	11,854.95	15,637.02

MARTIN RUSSELL JONES

CHARTERED SURVEYORS

5 Watford Way,
Hendon Central,
London, NW4 3JL

Management Department
Telephone: 020 - 8202 3858
Fax: No: 020 - 8202 9513

21	2.124%	11,854.95	
22	1.956%	10,917.27	14400.19
23	1.956%	10,917.27	14400.19
24	1.956%	10,917.27	
25	1.956%	10,917.27	14400.19
26	2.283%	12,742.40	
27	1.956%	10,917.27	
28	1.956%	10,917.27	14400.19
29	2.124%	11,854.95	
30	2.124%	11,854.95	
31	2.124%	11,854.95	
32	8.757%	48,876.56	64469.57
33	8.422%	47,006.78	62003.28
34	9.252%	51,639.36	
35	7.592%	42,374.19	
	100.00%	558,142.70	

Part C

We wish to rely on the following evidence in support of this application:

On 17th June 2003, the Residential Property Tribunal Service gave its decision on the Application under section 19 (2B) of the Landlord and Tenant Act 1985 (as amended). A copy of that decision is attached to this Application Notice at Appendix A.

Following the decision, on 24th June 2003, Martin Russell Jones, managing agents, issued a revised Major Work Apportionment setting out the revised estimate for the works and calculation of the percentages due from each of the Tenants at the property. A copy of the revised estimate and apportionment is attached to this Application Notice at Appendix B.

Despite the decision of the LVT and despite being served with the revised apportionments, the Second and Fifth Defendants have failed to pay the sums determined to be reasonable by the LVT.

Following the LVT decision, the Claimant considers that the Second and Fifth Defendants have no real prospects of successfully defending the Claim and the Claimant knows of no other reason why the case should be disposed of at Trial.

Accordingly, the Claimant asks the Court to enter summary Judgment against the Second and Fifth Defendants with an Order for payment of the Claimants costs of these proceedings.

Statement of Truth

The applicant believes that the facts stated in Part C are true
* delete as appropriate

Signed [Signature] Applicant's Solicitor

Position or office held Solicitor (if signing on behalf of firm or company)

Date 6th August 2003