*West London County Court – **Claim 7WL00675 – 27 February 2007***
Claimant: Roostock (?) / Rootstock Overseas Corp (?) / Steel Services Limited (?) / Sloan Development (?)
Details of Claim: "Non-payment of monies due under a Lease dated 10th March 1986"
Defendant (Litigant in Person): Noëlle, Yvonne, Sylvie Klosterkotter-Dit-Rawé
*Lessee of 3 Jefferson House, 11 Basil Street, London SW3 1AX (**NOT** for correspondence)*
London, 12 September 2007

DEFENDANT'S *"DEFENCE & COUNTERCLAIM"* to *"Roostock"*/Rootstock Overseas Corp Claim 7WL00675 filed by Portner and Jaskel, London W1U 2RA

SUMMARY OF MAIN POINTS

1 Events prior to the 24 August 2007 West London County Court hearing 1

2 The Defendant's application to have the Claim transferred to the Leasehold Valuation Tribunal (LVT) under schedule 12 section 3 of the Commonhold and Leasehold Reform Act 2002 was refused on 24 August 2007 – and costs of £293.70 were awarded against her 1

3 The third outcome of the 24 August 2007 hearing was an order for the Defendant to file her *"Defence and Counterclaim"* by 14 September 2007..2

4 In breach of CPR 16 7.3, the Claimant has not supplied the Defendant's contractual obligation i.e. her Lease, in support of its Claim. The Defendant attaches her Lease to this document. 2

5 **The Defendant continues to question the claim that *"Roostock"* / Rootstock Overseas Corp is her 'Lessor', or 'Landlord'** 2

5.1 The 12 July 2007 letter from Portner and Jaskel provides undeniable support to the Defendant's position that she had not heard of *"Rootstock Overseas Corp"*..2

5.2 The Defendant was not informed of the change of ownership in May 2006 from Steel Services Ltd to Rootstock Overseas Corp – thereby amounting to a breach of her statutory rights under L&T Act 1987, and a criminal offence under S.10A 3

5.3 In the Defendant's Lease, the contractual obligations on the parties are in the context of the *whole* of Jefferson House. Steel Services Ltd took on the Lessor's legal responsibilities in November 1996 3

5.4 If it is suggested, in relation to the May 2006 transaction, that Portner and Jaskel's 10 February 2006 so-called *"Notice of first refusal"* amounts to compliance with the L&T 1987 Act - it does not - as it falsely claimed that Steel Services was still the Lessor for the *whole* of Jefferson House at the time – a claim that was repeated twice to the Defendant during the notice period.4

5.5 Steel Services Ltd and Portner and Jaskel *"deliberately"* set-out to mislead the Defendant with the 10 February 2006 so-called *"notice of first refusal"* 5

5.6 (As in the case of the May 2006 transaction), the Defendant was *not* informed that Steel Services had become a Lessee of Lavagna Enterprises Ltd in late 2005 / early 2006 - and crucially – in terms of its contractual obligations towards the Defendant, that, in the process, it had lost control of the last floor of Jefferson House 5

5.7 Understandably, the Defendant concludes from the above events and records that *"Roostock"* / Rootstock Overseas Corp is *not* her Lessor' as it does *not* control the same property as defined in her Lease 5

5.8 As a change of ownership from Steel Services Ltd to Rootstock Overseas Corp took place on 24 May 2006, the Defendant wonders why Steel Services Ltd keeps on being stated as her *"Landlord"* in relation to service charges post May 2006?..6

5.9 The Defendant also pointed out in her 30 April 2006 letter to Mr Daniel Broughton, Portner and Jaskel, contradicting evidence in relation to the identity of Steel Services as it has been described, including by Portner and Jaskel, as the *"freeholder"* for Jefferson House 6

5.10 **The Defendant therefore asks: who is her 'Lessor', or 'Landlord' and, consequently, the entity with which she has a contractual relationship?** 6

5.11 The Defendant refers, among others, to the following covenants in her Lease that are the 'Lessor's responsibility': 7

5.12 Although, in light of the above, the Defendant holds the view that the Claimant is *not* her Lessor, she will nonetheless address the detail of the charges claimed - in the hope that the unbelievable mess will – **somehow** - be sorted and that she will finally get justice and redress 7

6 The Defendant assumes she received all the documents supplied with the Claim and wonders why the invoice sent by MRJ - two days after the Claim was filed - is £225 less than the Claim 7

7 **The Defendant has a £6,100 credit following Steel Services Ltd non-compliance with consultation procedures. This has not been acknowledged**..7

7.1 The impact of the 17 June 2003 Tribunal's determination, LVT/SC/007/120/02, on the global sum demanded by Steel Services Ltd – Martin Russell Jones of £736,206, in July 2002, was a reduction of £500,000 (including the contingency fund) 8

7.2 Instead of implementing the Tribunal's 17 June 2003 determination, Steel Services used Cawdery Kaye Fireman & Taylor (CKFT) and the WLCC forum to bully, coerce and intimidate the Defendant into 'striking a deal' – which is not how the terms of the Defendant's Lease operate, nor statutory requirements. They also lied to WLCC. 9

7.3 On 21 October 2003 Steel Services made a £6,350 'offer' to the Defendant (v. the original sum demanded of £14,400) – which, in spite of its failings, she accepted in December 2003 *"for the sake of bringing this dispute to an end"*..10

7.4 In August 2004, Mr Barrie Martin, FRICS, MRJ, announced the appointment of a new contractor, Mansell, that had not tendered at the time of the original demand – and did this without S.20 / S.151 consultation, thereby breaching the Defendant's statutory rights 11

7.5 2002 and 2004 legislation: Failure by a landlord to carry out the full consultation procedures in the correct manner results in the landlord being unable to recover service charges for works to the building above the statutory minimum amount of £250 per leaseholder 12

7.6 Hence: the Defendant's position that, having paid the sum of £6,350 (since 19 December 2003) she has a £6,100 credit...12

7.7 The 2 August 2004 cost *"estimate"* of £669,937 for *"the works"* from Mr Barrie Martin, FRICS, MRJ, is massively in excess of the 17 June 2003 Tribunal's determination 12

7.8 While she did not see the tender from Mansell, the Defendant is able to state from seeing the outcome of some of the works it undertook from September 2004, that they are significantly different from those detailed in Mr Brian Gale's February 2002 specification that formed the basis of the Tribunal hearings – and against which the Defendant accepted the £6,350 offer..12

7.9 Among others, rather than *"replace the roof covering"*, from September 2004, Mansell demolished the roof in its entirety and started to build a penthouse flat – while nonetheless claiming that it was *"replacing asphalt roof"*...13

7.10 **The Defendant *cannot be charged* for costs for which she is not liable under the terms of her Lease – among others, the Fourth Schedule** 13

7.11 Three months after she obtained the Court-endorsed Consent Order of 1 July 2004, the Defendant received unsubstantiated large invoices from Martin Russell Jones 14

7.12 Although the Defendant did not pay these invoices, the next invoice, fourteen months later, was 'mysteriously' £10,000 less than the 16 November 2004 invoice 14

8 The sums claimed in the 27 February 2007 Claim can be grouped under five headings 14

8.1 The Defendant disputes the claimed charges comprised under the following three groupings 14

8.1.1 Half-yearly service charge in advance: £4,539.62 14

8.1.2 Reserve fund contribution / Half yearly reserve fund: £1,130.60 14

8.1.3 Balancing charge: £573.70 15

8.2 As Steel Services had lost control of the last floor when it became a Lessee of Lavagna Enterprises in Dec 2005 / Jan 2006, the Defendant challenges the veracity of the *"2006 estimated expenditure" "for all flats"* under the name of 'Steel Services' 15

8.2.1 The "*2006 estimated expenditure"* does not define the difference between *"All flats"* from *"Flats 1 to 35 only"* 15

8.3 It simply cannot be the case that the Defendant's half-yearly service charge for the year 2006 is an estimated £815 as it is higher than the amount in the preceding 12 months to the start of the works which resulted in: (1) the addition of four flats, including a massive penthouse flat; (2) the complete overhaul of Jefferson House. Among others, it suggests a breach of Clause 2(2)(c)(ii) of the Defendant's Lease 15

8.4 **The Defendant has not been informed of the impact on her 1.956% share of the service charges from the addition of a penthouse flat and three other flats.** Clearly, her share – as defined under Clause 2(2)(c)(i) of her Lease - must now be significantly less. A fact recognised by Mr Andrew Ladsky in his 25 January 2001 letter to the Defendant (and other Leaseholders) 15

8.5 Although (in breach of Clause 2(2)(g)(i) of her Lease), the Defendant has not been supplied with the 2005 year-end accounts, she 'presumes', on the basis of the *"2006 estimates of expenditure"*, that the 2005 accounts are unlikely to reflect the addition of four flats to the block 16

8.6 In addition to her 'true' share of the service charges for 2005 and 2006, the Defendant also questions the amount claimed for various items in 2006 (She cannot challenge the 2005 claims as she has not been supplied with the accounts) 16

8.6.1 The Defendant also questions the amount of claimed charges for 2004 17

8.6.2 The Defendant also questions the 'apparent' shortfall of £98,677 in the contribution to the major works from flats owned by Mr Andrew Ladsky 17

8.6.3 The Defendant has confirmation from the ICAEW that the accountant, Pridie Brewster, does not produce accounts in accordance with Clauses 2(2)(e) and 2(2)(f) of her Lease and, to her knowledge, has not taken steps to reflect the 17 June 2003 LVT determination in the accounts 17

8.6.4 **The clear conclusion is that, while the Defendant does not know how much she owes – if anything – to whoever her 'Lessor' is - in the three groupings of service charges, she is certain that she does not owe the sums claimed**. She also views some of the component charges as amounting to a breach of Clause 2(2)(c)(ii) of her Lease 18

8.7 The Defendant also contests the electricity charges of: £549.36 - £56.00 = £493.36, she views as the continuation of an ongoing 'rip-off' 18

8.8 Ground rent: £ 2,200.00. The Defendant questions £200 19

8.9 The combination of:
(1) the 1 July 2004 Consent Order being ignored;
(2) the appointment of Mansell, in breach of consultation procedures;
(3) MRJ ignoring the Defendant’s 30 March 2005 letter that she consequently had a £6,100 credit;
(4) the construction of a penthouse flat, and addition of other flats;
(5) the question marks over major covenants in her Lease following the ‘disappearance’ of the Lessor entity;
(6) service charge demands: in breach of her Lease; widely fluctuating; based on: (i) ‘bogus’ accounts (ii) an unrevised share of service charges -
led the Defendant to draw the line: NO MORE PAYMENT until the fundamental issues have been addressed. Her £6,100 credit would, among others, cover the ground rent. 19

9 Considering the above issues, the Defendant highlights her concern that her application for transfer of the case to the LVT was refused 19

10 In view of her Defence and Counterclaims, the Defendant highlights her intention to seek her full costs on an indemnity basis, including interest, as well as compensation from Portner and Jaskel for the aggravation suffered 20

11 In light of this second filing of a vexatious, ill-founded Claim, the Defendant makes an application to WLCC for an Extended Civil Restraint Order against her ‘Landlord’ 20

I, the Defendant, Noëlle Yvonne Sylvie Klosterkotter-Dit-Rawé believe that the facts stated in this *“Defence & Counterclaim”* are true.

I signed here, followed by the date

This document is supported by 75 appendices

1.

1 EVENTS PRIOR TO THE 24 AUGUST 2007 WEST LONDON COUNTY COURT HEARING

2. The Defendant – a Litigant in Person - was served the 27 February 2007 Claim, 7WL 00675, on 9 March 2007 – demanding payment of the sum of £10,356.59, comprising £8,937.28 for charges, £1,069.31 of interest, £250 court fee, and £100 of solicitor's costs .

In her 22 March 2007 Acknowledgement of service ([1] attached), she very clearly selected the option *"I intend to contest jurisdiction"*.

The Defendant then filed with WLCC, her Evidence, dated 4 April 2007.

3. Following a WLCC Order dated 19 April 2007 (served on 28 April), the Defendant filed her Skeleton argument of 3 May 2007 (following a one day extension). This was in anticipation of a hearing due to take place on 8 May 2007 – as stipulated in WLCC's Order of 26 April 2007.

By the same post of 3 May 2007, the Defendant also served her Skeleton argument to Portner and Jaskel. (This was subsequently denied by the Claimant in its 22 August 2007 Skeleton argument ([2] attached). In her 22 August 2007 letter to WLCC, cc'd to Portner and Jaskel, the Defendant provided undeniable proof that she had sent it, and that it had been delivered to Portner and Jaskel on 4 May 2007).

4. The 8 May 2007 hearing was cancelled as a result of Portner and Jaskel's 1 May 2007 correspondence to WLCC ([3] attached) stating that it had *"not received a copy of the Defendant's application to contest the jurisdiction or any evidence in support, nor a copy of the Defendant's Defence"*. It also highlighted having received a cheque from an individual claiming to be doing this on behalf of the Defendant.

5. In her 30 June 2007 correspondence ([4] attached) to Mr Ahmet Jaffer, Portner and Jaskel the Defendant explained that the WLCC guidance notes supplied with the Claim do not stipulate a requirement to also serve on the other party evidence for contesting the court's jurisdiction. Nor could she find this requirement stipulated under CPR 11.

6. Instead of capturing in its 3 April 2007 'Notice that acknowledgment of service has been filed' to Portner and Jaskel ([5] attached) that the Defendant *"intends to contest jurisdiction"*, WLCC wrote *"The defendant responded to the claim indicating an intention to defend part of the claim"*

7. The Defendant has since then made two requests to WLCC for an amended version of this document: in her 30 June and 12 August 2007 letters. To date, her request has not been acknowledged.

8. In relation to the cheque sent by the individual claiming to be doing this on behalf of the Defendant, the Defendant pointed out to Portner and Jaskel in her 30 June 2007 correspondence: the fact that she does not know the individual; he had contacted her through her website www.leasehold-outrage.com; she had never asked him to do this – *"as blatantly obvious from my correspondence to the court"* - and had no knowledge of his intention. The Defendant attached her exchange of emails with the individual to her 30 June 2007 letter.

9.

2 THE DEFENDANT'S APPLICATION TO HAVE THE CLAIM TRANSFERRED TO THE LEASEHOLD VALUATION TRIBUNAL (LVT) UNDER SCHEDULE 12 SECTION 3 OF THE COMMONHOLD AND LEASEHOLD REFORM ACT 2002 WAS REFUSED ON 24 AUGUST 2007 – AND COSTS OF £293.70

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[1] 07.03.22 - Defendant's acknowledgement of service to WLCC

[2] 07.08.22 - Claimant's skeleton argument

[3] 07.05.01 – Letter from Mr Jeremy Hershkorn, Portner and Jaskel, to WLCC

[4] 07.06.30 - Defendant's letter to Mr Ahmet Jaffer, Portner and Jaskel

[5] 07.04.03 – WLCC's 'Notice that acknowledgment of service has been filed' to Portner and Jaskel

WERE AWARDED AGAINST HER

10. The 8 May 2007 hearing was rescheduled for 24 August 2007. On the day, the purpose of the hearing was defined as addressing the Defendant's application for transfer of the case to the Leasehold Valuation Tribunal (LVT).

    In addition to highlighting, during the hearing, section 3 of her 3 May 2007 Skeleton argument detailing her reasons for her application, the Defendant also explained her understanding – based on past experience - that LVTs have been specifically set-up to address service charge disputes and have accordingly specialists to do this.

11. The Defendant's application was refused. She was asked to pay the Claimant's barrister's costs of £293.70 ([6] attached)

12.

3 THE THIRD OUTCOME OF THE 24 AUGUST 2007 HEARING WAS AN ORDER FOR THE DEFENDANT TO FILE HER *"DEFENCE AND COUNTERCLAIM"* BY 14 SEPTEMBER 2007

13. This document represents the Defendant's Defence – still in her capacity as a Litigant in Person.

14.

4 IN BREACH OF CPR 16 7.3, THE CLAIMANT HAS NOT SUPPLIED THE DEFENDANT'S CONTRACTUAL OBLIGATION I.E. HER LEASE, IN SUPPORT OF ITS CLAIM. THE DEFENDANT ATTACHES HER LEASE TO THIS DOCUMENT.

15. The section 'Brief details of claim' states: *"Non payment of monies due under a lease dated 10th March 1986"* while, under the 'Particulars of Claim', the third paragraph states:

    "Under the terms of the lease dated 10th March 1986, the Defendant covenanted to pay the Claimant all service and other charges as they fell due. The Claimant will refer to the said lease for its full terms and effect"

16. On 29 November 2002, Steel Services, through Cawdery Kaye Fireman & Taylor (CKFT), solicitors, and Ms Joan Hathaway, MRICS, Martin Russell Jones, managing agents for Jefferson House, filed the WL203 537 Claim against the Defendant (and 10 other Leaseholders). They attached a lease, 'apparently' for flat 23, containing a highly material difference to the Defendant's Lease, falsely stating that it is representative of the Defendant's Lease. To avoid a repeat of the situation, the Defendant opts to supply a copy of her Lease ([7] attached) - to which she refers in this document.

17.

5 THE DEFENDANT CONTINUES TO QUESTION THE CLAIM THAT *"ROOSTOCK"* / ROOTSTOCK OVERSEAS CORP IS HER 'LESSOR', OR 'LANDLORD'

18. *"Roostock Overseas Corp"* describes itself on the Claim as *"the Lessor"* of the Defendant's flat, whereas the Particulars of Claim (on the managing agents, Martin Russell Jones (MRJ), letter headed paper) state ***"Landlord: Steel Services Ltd"*** (This was highlighted to WLCC by the Defendant in her 22 March 2007 Acknowledgement of Service)

19.

5.1 The 12 July 2007 letter from Portner and Jaskel provides undeniable support to the Defendant's position that she had not heard of *"Rootstock Overseas Corp"*

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[6] 07.08.24 – WLCC Order

[7] 86.03.10 – Defendant's Lease

20. In her 25 February 2007 reply ([8] attached) to Mr Jeremy Hershkorn, Portner and Jaskel, 16 February 2007 threat of bankruptcy on behalf of *"Rootstock Overseas Corp"* ([9] attached), the Defendant pointed out that she had never heard of *"Rootstock Overseas Corp".*

21. As a result of pursuing an answer to her question in her 30 June 2007 letter to Mr Ahmet Jaffer, Portner and Jaskel, (supplied), Mr Jaffer replied on 12 July 2007 ([10] attached): *"We notified you by our letter of 27th February 2007 that the title to the premises was transferred from Steel Services Limited to our clients, Rootstock Overseas Corp on 24 May 2006"*.

22. Enclosed was a copy of *"Transfer of whole of registered title(s) – Land Registry TR1"*, dated 26 May 2006 ([11] attached). It states:

- 'Title number of the property' *"NGL 37333"* (Note that a number '3' is missing)
- 'Transferor': *"Steel Services Limited"*
- 'Transferee': *"Rootstock Overseas Corp, Edificio PH Plaza 2000, Calle 50, Apartado 6307, Panama 5, Republic of Panama"*
- 'Sum received by the transferor from the transferee': *"£120,000"*

23. Points in the Defendant's reply of 12 August 2007 to Mr Jaffer ([12] attached), and conclusions:

- She did not receive the 27 February 2007 correspondence. (Since then, her request for a copy of the letter has not been acknowledged).
- Mr Jaffer's claim *"We notified you by our letter of 27th February 2007…",* provides undeniable evidential support to the Defendant's position that she had *never* heard of *"Rootstock"*, or indeed, *"Roostock"* (as stated on the Claim). (Yet, Portner and Jaskel proceeded with filing the Claim against the Defendant on the day of receipt of her letter).

24.

5.2 The Defendant was not informed of the change of ownership in May 2006 from Steel Services Ltd to Rootstock Overseas Corp – thereby amounting to a breach of her statutory rights under L&T Act 1987, and a criminal offence under S.10A

25. Mr Jaffer's claim in his 12 July 2007 letter *"We notified you by our letter of 27th February 2007…"* provides evidence that, in May 2006, the Defendant was *not* informed of the change of ownership.

This amounts to a breach of the Defendant's statutory rights under the Landlord & Tenant Act 1987 – and to committing a criminal offence under S.10A of the same Act.

26.

5.3 In the Defendant's Lease, the contractual obligations on the parties are in the context of the *whole* of Jefferson House. Steel Services Ltd took on the Lessor's legal responsibilities in November 1996

27. The Defendant's Lease refers to the ***whole*** of Jefferson House. It states that the Lessor, Acrepost Limited, is the *"proprietor with absolute title of the leasehold property known as Jefferson House aforesaid (hereinafter called the "building")…"*

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[8] 07.02.25 – Defendant's letter to Portner and Jaskel
[9] 07.02.16 – Letter from Mr Jeremy Hershkorn, Portner and Jaskel, to the Defendant
[10] 07.07.12 - Letter from Mr Ahmet Jaffer, Portner and Jaskel, to the Defendant
[11] 06.05.24 - *"Transfer of whole of registered title(s) – Land Registry TR1"*
[12] 07.08.12 - Letter from Defendant to Mr Ahmet Jaffer, Portner and Jaskel

On 29 November 1996, the Defendant was copied by MRJ on the extract of a 21 November 1996 letter from Laytons solicitors (no letterhead on copy), that *"by a transfer dated 18th November 1996 and made between Acrepost Limited (1) and Steel Services Limited (2) the head leasehold interest in the property known as Jefferson House, Basil Street, London SW3…were thereby assigned to the said Steel Services Limited"* ([13] attached)

28. Land Registry Title NGL 373333, for Steel Services Ltd, 'Edition date 22 November 1996', lists under the 'Schedule of notices of leases' *all* the flats in Jefferson House at the time ([14] attached)

29. Up to at least 26 April 2004, the 'Title Absolute' for the *"leasehold land*" on Land Registry Title NGL 373333 stated *"Proprietor: Steel Services Limited"* ([15] attached) – and listed *all* the flats

30. **5.4 If it is suggested, in relation to the May 2006 transaction, that Portner and Jaskel's 10 February 2006 so-called *"Notice of first refusal"* amounts to compliance with the L&T 1987 Act - it does not - as it falsely claimed that Steel Services was still the Lessor for the *whole* of Jefferson House at the time – a claim that was repeated twice to the Defendant during the notice period**

31. Portner and Jaskel sent the Defendant a 10 February 2006 so-called *"Notice of first refusal"* ([16] attached) – which is a *carbon copy* of previous notices in terms of the description of *"the property"* e.g. 13 December 2000 *"notice"* issued by Laytons solicitors ([17] attached)

32. It led the Defendant to undertake a thorough research of Land Registry titles for Jefferson House and to establish the following:

- The addition of a superior Headlessor in December 2005, **Lavagna Enterprises Limited**, British Virgin Islands
- The Land Registry title for Lavagna Enterprises Limited, BGL 56642 ([18] attached) (obtained on 27 February 2006), shows ownership of two lessees' titles:

33. (1) NGL 373333, which is Steel Services Limited ([19] attached). The transaction between Steel Services and Lavagna Enterprises Limited is recorded on the Land Registry as having been completed on 31 January 2006

(2) BGL 51266, *"Air space abutting and above the level of the surface of the roof"* ([20] attached) (obtained on 27 February 2006). This title includes the **penthouse flat,** title BGL 54458 (it also includes a title for a car parking bay, BGL 54458) ([21] attached) (also obtained on 27 February 2006).

(3) The title for the penthouse flat, BGL 54458 states that: the title was registered on 10 August 2005, date at which a transaction took place between Steel Services Ltd and Sloan Development Ltd; it records a price of £3.9 million being paid on 21 October 2005

At the time, the Defendant mapped out, from the Land Registry records, her understanding of the ownership of Jefferson House ([22] attached)

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[13] 96.11.21 – Letter to the Defendant from Laytons solicitors
[14] 96.11.22 - Land Registry title NGL 373 333, for Steel Services
[15] 04.04.26 - Land Registry title number NGL 373 333, for Steel Services
[16] 06.02.10 - *"Notice of first refusal"* sent to the Defendant by Portner and Jaskel
[17] 00.12.13 – *"Notice of first refusal"* issued by Laytons solicitors
[18] 05.12.15 – Land Registry title for Lavagna Enterprises, BGL 56642 (obtained on 27 Feb 2006)
[19] 06.01.31 – 'Edition date' of Land Registry title, NGL 373333 (obtained on 22 Feb 2006)
[20] 04.10.22 – Land Registry title for 'Airspace of Jefferson House', BGL 51266 (obtained on 27 Feb 2006)

34. In light of her findings, the Defendant wrote to Mr Daniel Broughton, Portner and Jaskel asking him to confirm her understanding of the 10 February 2006 *"notice"* i.e. that *"it refers to the building, as it stands now, in its entirety i.e. the whole of Jefferson House"*. Mr Broughton confirmed this on two occasions.

    Events and extracts of correspondence are captured in the Defendant's letter of 30 April 2006 ([23] attached) to Mr Broughton.

35. **5.5 Steel Services Ltd and Portner and Jaskel *"deliberately"* set-out to mislead the Defendant with the 10 February 2006 so-called *"notice of first refusal"***

36. Of note about the title for Steel Services, NGL 373333 (obtained on 22 February 2006):

    - Point 5, on page one, states: *"…the air space abutting and above the level of the surface of the roof of Jefferson House has been removed from this title"*
    - The 'Schedule of notices of leases', from pages three to five does NOT include the penthouse flat

37. In reply to the Defendant's letter of 30 March 2006 ([24] attached) in which she stated – in light of the content of the 10 February 2006 *"notice"* – an assumption that the *"notice"* includes the title for Lavagna Enterprises as it owns the lease on the penthouse flat, as well as the remaining floors, Mr Broughton replied in his 3 April 2006 letter ([25] attached) that

    "the content of the notice is in respect of the interest held in the property by Steel Services Ltd and not any interest in the property that may be held by Lavagna Enterprises Ltd"

38. In relation to the Defendant highlighting that page one (and two) of the title for Steel Services Ltd, NGL 373333, had not been included with the *"notice"* – thereby hiding the fact that the airspace had been removed from the title and, consequently, the penthouse flat, Mr Broughton stated that they had been *"deliberately omitted"*.

    Hence, Steel Services and Portner and Jaskel *"deliberately"* set-out to deceive the Defendant – as, in addition to the false and misleading content of the 10 February 2006 *"notice"* - post issuing it, Mr Broughton twice confirmed the Defendant's understanding of the *"notice"* that it *"refers to the building, as it stands now, in its entirety i.e. the whole of Jefferson House"*.

39. **5.6 (As in the case of the May 2006 transaction), the Defendant was *not* informed that Steel Services had become a Lessee of Lavagna Enterprises Ltd in late 2005 / early 2006 - and crucially – in terms of its contractual obligations towards the Defendant, that, in the process, it had lost control of the last floor of Jefferson House**

40. **5.7 Understandably, the Defendant concludes from the above events and records that *"Roostock"* / Rootstock Overseas Corp is *not* her Lessor' as it does *not* control the same property as defined in her Lease**

41. As the Defendant wrote in her 12 August 2007 letter (supplied) to Mr Jaffer, Portner and Jaskel (after summarising the above events in 2006): *"With your 12 July 2007 letter you enclosed a "Land Registry title TR1" in support of your statement that the "title of the premises was transferred from Steel Services Limited to our clients, Rootstock Overseas Corp"*

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[21] 05.08.10 – Land Registry title for the penthouse flat d car parking bay, BGL 54458 (obtained on 27 Feb 2006)
[22] 06.02.xx – Defendant's mapping of ownership of Jefferson House, from Land Registry titles
[23] 06.04.30 – Defendant's letter to Mr Daniel Broughton, Portner and Jaskel
[24] 06.03.30 – Defendant's letter to Mr Daniel Broughton, Portner and Jaskel
[25] 06.04.03 – Letter to the Defendant from Mr Daniel Broughton, Portner and Jaskel

In light of the above, what is the exact definition of "the premises"?"

42. **5.8 As a change of ownership from Steel Services Ltd to Rootstock Overseas Corp took place on 24 May 2006, the Defendant wonders why Steel Services Ltd keeps on being stated as her *"Landlord"* in relation to service charges post May 2006?**

43. Firstly, as pointed out by the Defendant in her 12 August 2007 letter to Mr Jaffer: *"As you claim that the change of ownership took place on 24 May 2006, how do you explain that the Particulars of Claim – which are in the name of "Landlord: Steel Services" - include sums of monies for periods up to 24 December 2006 i.e. seven months post the 24 May 2006 date?"*

44. Secondly, on the 1 March 2007 invoice from MRJ ([26] attached) i.e. ten months after the transaction - which states: *"…may be served on the Landlord by the tenant is: Steel Services Ltd, c/o of C.K.F.T, 25-26 Hampstead High Street, Hampstead, London NW3 1QA"*

45. **5.9 The Defendant also pointed out in her 30 April 2006 letter to Mr Daniel Broughton, Portner and Jaskel, contradicting evidence in relation to the identity of Steel Services as it has been described, including by Portner and Jaskel, as the *"freeholder"* for Jefferson House**

46. These documents (discussed on pages 5 and 6 of the Defendant's 30 April 2006 letter) include:

- 26 February 2002: A Central London County Court claim filed by Portner and Jaskel against the then elderly Leaseholder of flat 12 ([27] attached)
- 5 October 2004 letter from Mr Barrie Martin, FRICS, Martin Russell Jones *"To All Lessees of Jefferson House"* ([28] attached)

To this can be added the statement in the 17 June 2003 LVT report, under *"Page 9 – 16.07"*

NB: In February 2006, the Defendant determined from the Land Registry that **Jefferson House Limited** was *still* given as the ***"Freehold owner"*** of Jefferson House. '*Still*' as she - consistently - identified this from previous searches going back to 2000 / 2001 e.g. 2004 ([29] attached)

47. **5.10 The Defendant therefore asks: who is her 'Lessor', or 'Landlord' and, consequently, the entity with which she has a contractual relationship?**

48. The Defendant stated in her 12 August 2007 letter to Mr Jaffer, indications that, yet another company, Sloan Development, is associated with the block - as suggested, among others, by the file path at the bottom of the 27 February 2007 Claim i.e.

*"G:\Bulstrode\data\docs\S\23208 ' **Sloan Development**\oo2 Miscellaneous Matters\Oyez Forms\Claim Form - Ms N"*

(Sloan Development was party to the transaction with Steel Services in relation to the penthouse flat in August 2005; also in 2005, party with Mr Andrew Ladsky in relation to the transaction for flat 7. Records from 2004 show that, like Steel Services Ltd, Jefferson House Ltd and Lavagna Enterprises Ltd, Sloan Development is registered in the British Virgin Islands).

And asked Mr Jaffer: *"What is the connection between this multiplicity of companies?" "Which company/ies has/have the legal obligation to fulfil all the covenants stipulated in my lease?"*

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[26] 07.03.01 – Invoice from Martin Russell Jones to the Defendant

[27] 02.02.26 – Central London County Court claim filed by Portner and Jaskel against the then Leaseholder of flat 12

[28] 04.10.05 – Letter from Mr Barrie Martin, FRICS, MRJones to *"All Lessees of Jefferson House"*

[29] 04.04.26 – Land Registry titles for Jefferson House Ltd, titles: 101949, 69437 and 69051

49. **5.11 The Defendant refers, among others, to the following covenants in her Lease that are the 'Lessor's responsibility':**

50. *5 – "The lessor hereby covenants with the lessees" "5 (1) to maintain repair…" "5 (1) (a) the roofs…chimney stacks gutters…"*

5 – *"The lessor hereby covenants with the lessees" "5 (1) to maintain repair…"*

"5 (1) (b)…water pipes electric cables and wires and supply lines…upon the building…"

"5 (1) (c) the boiler and heating and hot water apparatus…"

"5 (1)(d) the passenger lifts lift shafts and machinery…"

5 (2)(4) "To insure and keep insured the building…and in case of destruction of or damage to the building or any part thereof so as to make the same unfit for habitation and use… to lay out all monies received in respect of such insurance … in rebuilding and reinstating the same…."

Fourth Schedule, section 10 "…*repairing and renewing the television and radio receivers installed on the building…"*

51. **5.12 Although, in light of the above, the Defendant holds the view that the Claimant is *not* her Lessor, she will nonetheless address the detail of the charges claimed - in the hope that the unbelievable mess will – somehow - be sorted and that she will finally get justice and redress**

52.

6 THE DEFENDANT ASSUMES SHE RECEIVED ALL THE DOCUMENTS SUPPLIED WITH THE CLAIM AND WONDERS WHY THE INVOICE SENT BY MRJ - TWO DAYS AFTER THE CLAIM WAS FILED - IS £225 LESS THAN THE CLAIM

53. The header *"Particulars of Claim"* has the word *"(attached)"* crossed out, leaving the word *"(to follow)"*. Considering CPR Rule 7.4 (1) and (2), the only communication received by the Defendant following filing of the Claim, on 27 February 2007, is a 1 March 2007 invoice i.e. two days later, from MRJ, stating *"Brought forward balance **£8,688.42**"*, plus £23.80 for electricity, bringing the total to **£8,712.22** (supplied) . It does not make any reference to the current Claim. This amount is different from that stated in the Particulars of Claim: **£8,937.28. Why?**

The Defendant therefore assumes that the reverse of the Claim form which includes the *"Particulars of Claim"* header and Statement of Truth, as well as the attachments: **(1)** MRJ headed paper list of claimed charges; **(2)** follow-on page of claimed charges; **(3)** 'Schedule B' – represent the sum total of the Particulars of Claim.

54.

7 THE DEFENDANT HAS A £6,100 CREDIT FOLLOWING STEEL SERVICES LTD NON-COMPLIANCE WITH CONSULTATION PROCEDURES. THIS HAS NOT BEEN ACKNOWLEDGED

55. Ms Joan Hathaway, MRICS, MRJ sent a 15 July 2002 service charge demand to *"All Lessees"* of £736,207 for *"major works"* at Jefferson House ([30] attached) amounting to £14,400 for the Defendant ([31] attached) - based on her 1.956% share.

56. No detail of costing was supplied with the demand – in breach of the Defendant's statutory rights under S.20 of the L&T Act 1985. (The Tribunal recognised that detailed costing had not been supplied: points 14 and 16 of its 17 June 2003 determination, LVT/SC/007/120/02) ([32] attached)

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[30] 02.07.15 – Letter from Ms Hathaway, MRJ, to *"All Lessees"*

[31] 02.07.17 – Service charge demand of £14,400 sent by MRJ to the Defendant

[32] 03.06.17 – LVT determination ref: LVT/SC/007/120/02 (ref: # 992 on the LVT database)

57. **Steel Services-MRJ filed an application in the LVT on 7 August 2002**. The remit of the Tribunal is detailed under point 1 of its 17 June 2003 report

*"The Tribunal was dealing with an application to determine the reasonableness of a service charge to be incurred under **Section 19(2B) of the L&T Act 1985**"*

Of note, given events, this section of the Act states: *"Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable*"

While, in its 29 October 2002 pre-trial directions ([33] attached) the Tribunal stated: *"The application is for the Tribunal to determine the reasonableness of the refurbishment and repairs work proposed by the applicants at a cost of 736,206.09*"

58.

7.1 The impact of the 17 June 2003 Tribunal's determination, LVT/SC/007/120/02, on the global sum demanded by Steel Services Ltd – Martin Russell Jones of £736,206, in July 2002, was a reduction of £500,000 (including the contingency fund)

59. The following is based on the assessment by the Defendant's RICS accredited Surveyor ([34] attached) as, while the Tribunal wrote a very damning report, it did not include a summary of its determination. Hence, it failed to perform its remit **(*)** – which it yet again confirmed post issuing its report, in its 21 July 2003 reply ([35] attached) to Mr Lanny Silverstone, CKFT:

*"It is not the **duty of the Tribunal** to assess the particular contribution payable by any specific tenant but **only to determine the reasonableness, or otherwise of the service charges as a whole to go on the service charge account** from which no doubt you can assess the proportion for that particular tenant"*

60. **(*)** The Defendant tried in vain to get the LVT to include a summary of its determination in its 17 June 2003 report.

61. The total sum demanded was £736,206 (£564,467 excl. VAT and management fees of 11%)

• Amount disallowed by the LVT because **improvements**: **£169,498** (£129,958 excl. VAT and fees) = 23% of the global sum demanded

• Amount for which the LVT could not make a determination due to **lack of specification** = **£188,784** (£144,745 excl. VAT and fees) = 25.6% of the global sum demanded

• A view supported by the LVT, considering Clause 2(2)(e) in the Defendant's Lease, as well as RICS best practice, that the **reserve fund should be used as contribution : £141,977** - or 19.3% of the global sum demanded. (The Tribunal's view is captured under points 59 and 63 of its 17 June 2003 determination) (supplied)

Leaving an **amount that can be charged of £235,947** - or 32% of the original sum demanded.

In other words, £500,000 of the sum demanded was <u>not</u> considered as reasonable.

62. NB: 'Steel Services' refusal to use the contingency fund amounted to a change of position relative to the 7 June 2001 letter ([36] attached) from Ms Joan Hathaway, MRICS, MRJ, to *"All Lessees"* in which she wrote *"At present, there is approximately £125,000 in the Reserve Fund…once the specifications have been prepared…a… Notice will be served on you giving*

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[33] 02.10.29 – LVT pre-trial hearing directions
[34] 03.07.31 – Assessment of Steel Services 17 July 2003 *"Revised price"* by Defendant's RICS accredited Surveyor
[35] 03.07.21 – Letter from LVT to Mr Lanny Silverstone, Cawdery Kaye Fireman & Taylor (CKFT)
[36] 01.06.07 – Ms Hathaway, MRJ, letter to *"All Lessees"*

*details of the **additional payment** required from you"*

63. **7.2 Instead of implementing the Tribunal's 17 June 2003 determination, Steel Services used Cawdery Kaye Fireman & Taylor (CKFT) and the WLCC forum to bully, coerce and intimidate the Defendant into 'striking a deal' – which is not how the terms of the Defendant's Lease operate, nor statutory requirements. They also lied to WLCC.**

64. At the 29 October 2002 LVT pre-trial hearing, the Defendant (and other Leaseholders) were specifically told to not pay the service charge demand until the Tribunal had issued its determination – and it had been implemented (Court of Appeal ruling Daejan Properties v. LVT *"…determined that LVTs only have the jurisdiction to decide the reasonableness of disputed service charges **that are still unpaid**…"* (emphasis as per booklet given at the time to the Defendant and other Leaseholders) ([37] attached)

In full knowledge of the LVT action, one month later, CKFT filed the WLCC 29 November 2002 Claim, WL203 537, against the Defendant (and 10 other Leaseholders - representing 14 flats in total) – claiming that the Defendants owed the July 2002 service charge demand.

The Tribunal issued its determination seven months later, on 17 June 2003.

65. At the 24 June 2003 hearing Mr Silverstone, CKFT, handed the Defendant, among others, a *"Major works apportionment 24th June 2002 – Revised"* produced by MRJ covering the Defendant's flat (as well as that of five other Leaseholders) ([38] attached)

66. The now claimed amount demanded of the Defendant (and the other five Leaseholders) had been reduced by 24.19%. In the case of the Defendant, from £14,400 down to £10,917 - without any evidence as to how this reduction was achieved – in breach of, among others, the Defendant's statutory rights under S.20 of the L&T Act 1985. The documents claimed that this reduction reflected the Tribunal's determination. It did not, as it fell very short of it.

67. Having no intention to implement the Tribunal's determination, 'Steel Services' continued to use CKFT to bully, coerce and intimidate the Defendant, including threatening her with costs – all with the aim of putting pressure on the Defendant to 'strike a deal' with Steel Services. (It did this by sending four letters to the Defendant over the following weeks: (the day after the Case Management hearing) on 25 June 2003 ([39] attached); 24 July 2003 ([40] attached); 5 August 2003 ([41] attached); 7 August 2003 ([42] attached)) (A fifth letter, dated 17 July 2003 ([43] attached) also attempted to get the Defendant to strike a deal)

68. As the Defendant wrote in her 9 August 2003 letter to WLCC ([44] attached):

"There are no side deals to be made with the Claimant. Works that are truly required – and can be charged to the lessees under the terms of the lease must be: totally clear and transparent to all, and the costs equally clear and transparent – also to all. What each lessee is required to pay is clearly defined by means of a fixed percentage…"

69. The Defendant's 15 July 2003 letter to WLCC ([45] attached) finally triggered a so-called *"Revised price"* ([46] attached) from Steel Services, as well as a 17 July 2003 letter ([47] attached) from Mr

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[37] 02.10.29 - *"Applying to a Leasehold Valuation Tribunal"*, LVT publication
[38] 03.06.24 – Case Summary and Draft Order supplied, in court, to the Defendant, by Mr Silverstone, CKFT
[39] 03.06.25 – Letter to the Defendant from Mr Silverstone, CKFT
[40] 03.07.24 – Letter to the Defendant from Mr Silverstone, CKFT
[41] 03.08.05 – Letter to the Defendant from Ms Ayesha Salim, CKFT
[42] 03.08.07 – Letter to the Defendant's solicitors (of only a few hours) from Mr Silverstone, CKFT
[43] 03.07.17 – Letter to the Defendant from Mr Lanny Silverstone, CKFT
[44] 03.08.09 – Defendant's letter to WLCC

Silverstone to the Judge portraying the Defendant as making false claims.

70. The Defendant asked her Surveyor to assess the *"Revised price"*. In his 31 July 2003 assessment (supplied) he determined that the global *"Revised price"* had only been marginally reduced relative to the document supplied at the 24 June 2003 Case Management hearing. Hence, it still fell very far short of the Tribunal's determination. In addition, no evidence was supplied as to how the reductions had been achieved.

71. On 6 August 2003, Ms Ayesha Salim, CKFT, filed a Summary Judgment application to WLCC against the Defendant (and another Leaseholder) (**48** attached) stating:

"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. Accordingly, the Claimant asks the court to enter summary judgement against the Second and Fifth Defendants with an order for payment of the Claimant's costs of these proceedings"

The application contains two documents **falsely** claiming that they reflect the Tribunal's determination:

72. 1) A *"Major works apportionment 24th June 2002 revised*' produced by MRJ (**49** attached) for which the amount - this time for all the 35 flats - had been revised down by 24.19%. The commentary on the application states that *"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"*.

In actual fact, the 2002 and 2003 *"summary of contributions to the major works fund"* sent to the Defendant by the Institute of Chartered Accountants in England and Wales (ICAEW) with its 29 August 2006 letter (**50** attached) shows that **nine out of the 14 flats** listed on the WLCC Claim, WL203 537, were charged the **full amount** originally demanded by MRJ in July 2002 (**51** attached – **Defendant's analysis** using information supplied by the ICAEW, and from the Claim)

2) The so-called *"Revised price"* specification of 17 July 2003 (with no further changes)

73. While unhappy with the course of events at the 26 August 2003 hearing, the Defendant nonetheless agreed to the payment of £2,255 (**52** attached) - even though the sum demanded was in breach of the Defendant's statutory rights and the terms of her Lease.

The Defendant did this because she had always recognised – from Day 1 (as admitted by Mr Silverstone in e.g. his 25 June 2003 letter) (supplied) – that works needed to be carried out to the block. (It had been left to deteriorate with no major works for 12 years – in breach of covenants in the Defendant's Lease) - (as evidenced by Ms Hathaway's letter of 7 June 2001) (supplied).

The WLCC directions set exchange of Witness Statements by 21 October 2003

74. **7.3 On 21 October 2003 Steel Services made a £6,350 'offer' to the Defendant (v. the original sum demanded of £14,400) – which, in spite of its failings, she accepted in**

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[45] 03.07.15 – Letter from the Defendant to WLCC
[46] 03.07.17 – *"Revised price"* sent to the Defendant by Mr Silverstone, CKFT
[47] 03.07.17 – Letter from Mr Silverstone, CKFT, to Judge, WLCC
[48] 03.08.06 – Ms Ayesha Salim, CKFT Summary Judgement application to WLCC
[49] 03.08.06 – *"Major works apportionment 24th June 2002 revised"*, produced for 26 August 2003 hearing
[50] 06.08.29 – Letter from ICAEW to the Defendant, inc. contributions paid by the Leaseholders in 2002 and 2003
[51] 06.09.xx – Defendant's calculations of service charge paid by Leaseholders
[52] 03.08.26 – WLCC Order

December 2003 *"for the sake of bringing this dispute to an end"*

75. Through CKFT, Steel Services made an offer to the Defendant for £6,350, plus interest of £143 ([53] attached) (v. the original sum demanded in July 2002 of £14,400).

76. The 'offer' starts with: "*Our client maintains that as a result of the LVT decision dated 17 June 2003, it is entitled to payment from your client of the sum of £10,917.27"* (Hence, the same amount claimed at the 24 June and 26 August 2003 hearings).

    Considering the vicious attacks on the Defendant – **to this day** – (and the monies it secured from the other Leaseholders), **it is abundantly clear that if 'Steel Services' held the view that the Defendant owed this amount, it would not have made her an 'offer' for £6,350.**

77. While the Defendant accepted the LVT determination (as she had stated in her 15 July 2003 letter (supplied) to WLCC, the 'offer' demonstrates that 'Steel Services' kept on challenging it, as it states: *"...our client has, once again* (NB:!!!)*, reviewed the revised apportionment"*.

78. In light of the events that had taken place in the legal arena, the Defendant opted to accept the 'offer' in spite of the fact that:

    (1) the Tribunal's determination had not been implemented, and hence a new Section 20 Notice had not been issued, nor new costing obtained - thereby breaching her statutory rights

    (2) the sum demanded was not compliant with the terms of her Lease on a number of aspects

    (3) it was higher than that assessed by her Surveyor – as being the Tribunal's determination.

79. Having taken back control of her case, on 19 December 2003, the Defendant sent her *own* Notice of Acceptance to CKFT ([54] attached) in which she accepted the £6,350 'offer', while disagreeing to the payment of £143 of interest.

80. In this Notice of Acceptance, the Defendant took the opportunity to stress the failings of the 'offer' which she overlooked - stating that **she was accepting the 'offer' *"for the sake of bringing the dispute to an end"***

81. After a further seven-month battle with CKFT, the Defendant finally secured a Consent Order that was endorsed by Wandsworth County Court on 1 July 2004 ([55] attached). It states:

    "The Claimant having received the sum of £6,350.85 from the Second Defendant, this action has been settled following the determination by the Leasehold Valuation Tribunal of an identical claim, in a report dated 17 June 2003"

82.

7.4 In August 2004, Mr Barrie Martin, FRICS, MRJ, announced the appointment of a new contractor, Mansell, that had not tendered at the time of the original demand – and did this without S.20 / S.151 consultation, thereby breaching the Defendant's statutory rights

83. During the previous fourteen months, the Tribunal's 17 June 2003 determination had not been implemented – and has ***never*** been implemented.

    In his 2 August 2004 letter ([56] attached) to *"All Lessees"*, Mr Barrie Martin, FRICS, MRJ, stated that *"following negotiations with various contractors….It is the intention of our clients to award the contract to Mansells"*

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[53] 03.10.21 – Steel Services 'offer' to the Defendant, for £6,350, plus interest of £143
[54] 03.12.19 – Defendant's Notice of Acceptance to CKFT
[55] 04.07.01 – Defendant's Consent Order with Steel Services, for £6,350, endorsed by Wandsworth County Court

84. The previous communication received by the Defendant was the 26 March 2004 letter from Ms Hathaway, MRICS, MRJ ([57] attached) to *"All Lessees"* stating *"Brian Gale and Associates are in discussion with the original contractor and others to obtain updated prices for the works…Once these prices have been obtained we will write to all lessees again giving the current cost, the intention being that the proposed works can be started as soon as possible thereafter"*

Worthy of note: Ms Joan Hathaway also wrote that the *"renegotiations"* were *"Due to extensive delays in collecting the contributions from all lessees…"* In actual fact, the 2002 and 2003 *"summary of contributions to the major works fund"* sent to the Defendant by the ICAEW with its 29 August 2006 letter (supplied, incl. the Defendant's analysis) indicates that **the majority of the Leaseholders had, by year-end 2003, paid the July 2002 service charge demand in full**.

85. Mansell was one of the *"other"* contractors as it was <u>not</u> one of the contractors that tendered against Killby & Gayford – as can be seen, among other, in the enclosures attached to Ms Hathaway's letter of 15 July 2002. Hence, the 'so called' Section 20 Notice of July 2002 has been invalidated and a new one should have been issued. As evident by the above, this was not done.

86. **7.5 2002 and 2004 legislation: Failure by a landlord to carry out the full consultation procedures in the correct manner results in the landlord being unable to recover service charges for works to the building above the statutory minimum amount of £250 per leaseholder**

87. Whichever point in time is taken into consideration:

- July 2002 when the original service charge demand for the major works was issued - when Section 20 of the L&T Act 1985 was in application, or
- August 2004 when Mansell was appointed, and Section 151 of the Commonhold and Leasehold Reform Act 2002 was in application in relation to 'Notification of works'

The outcome is the same: Steel Services *cannot* appoint a new contractor without going through a consultation process.

88. **7.6 Hence: the Defendant's position that, having paid the sum of £6,350 (since 19 December 2003) she has a £6,100 credit.**

89. The Defendant communicated this to Ms Joan Hathaway in her 30 March 2005 letter (page 5) ([58] attached). **It has never been acknowledged – nor, indeed, challenged.**

90. **7.7 The 2 August 2004 cost *"estimate"* of £669,937 for *"the works"* from Mr Barrie Martin, FRICS, MRJ, is massively in excess of the 17 June 2003 Tribunal's determination**

91. Deceptively, in his 2 August 2004 letter, Mr Barrie Martin quoted an *"estimate"* that did not include the 11% management fee, nor VAT. Addition of these items brings the *"estimate"* to **£669,937** - making this just £66,269, or 9% cheaper than the Killby & Gayford quote - on which the LVT determination is based (and which resulted in a 70% reduction in the original sum demanded in July 2002 – including the contingency fund)

92. **7.8 While she did not see the tender from Mansell, the Defendant is able to state from seeing the outcome of some of the works it undertook from September 2004, that they are significantly different from those detailed in Mr Brian Gale's February 2002**

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[56] 04.08.02 – Letter from Mr Barrie Martin, MRJ, to *"All Lessees"*, announcing the appointment of Mansell
[57] 04.03.26 – Letter from Ms Hathaway, MRJ, to *"All Lessees"*
[58] 05.03.30 – Letter from the Defendant to Ms Hathaway, MRJ, highlighting that she has a £6,100 credit

specification that formed the basis of the Tribunal hearings – and against which the Defendant accepted the £6,350 offer

93. In her 26 March 2004 letter, Ms Hathaway wrote *"...the intention being that the proposed works can be started…"*, and Mr Barrie Martin made a similar statement in his 2 August 2004 letter.

In other words, clear statements that the works to be carried out by Mansell were as defined in the specification drawn-up by Mr Brian Gale, 'Steel Services' surveyor, in February 2002 ([59] extracts attached) which, with the costing from Killby and Gayford, formed the basis of the 2003 Tribunal hearings – and consequently determination.

94. This is what the Defendant paid £6,350 for: works being undertaken by Killby and Gayford, with specification and pricing revised in light of the Tribunal's determination – and in a manner compliant with statutory requirements.

95.

7.9 Among others, rather than *"replace the roof covering"*, from September 2004, Mansell demolished the roof in its entirety and started to build a penthouse flat – while nonetheless claiming that it was *"replacing asphalt roof"*

96. Mr Gale's February 2002 specifications refer to, among others, *"replacing the roof covering"*. At the start of the works in September 2004, Mansell-Mr Gale described the nature of the works being undertaken by Mansell as ***"replacing asphalt roof"*** ([60] attached)

97. In actual fact, in spite of Mr Gale and Ms Hathaway's repeated *"categorical"* statements to the Defendant, as well as to the Tribunal (inc. in a 13 December 2002 *"Expert Witness Report"*) that there was ***"absolutely no intention to build a penthouse flat"***, Mansell proceeded (from September 2004) with building a penthouse flat that spans the whole length and width of Jefferson House ([61] planning application attached) - thereby demolishing the roof in its entirety ([62] photograph of the back of Jefferson House in July 2002 and September 2005)

98. It also added three other flats to the block: flat 18A ([63] Land Registry record attached); 33A ([64] Land Registry record attached); Flat 35A ([65] Land Registry record attached).

99. NB: On completion of the works, in his 19 October 2005 letter to the Leaseholders ([66] attached) Mr Brian Gale continued to misrepresent the nature of the works undertaken, describing it as *"external redecoration"*)

100.

7.10 The Defendant *cannot be charged* for costs for which she is not liable under the terms of her Lease – among others, the Fourth Schedule

101. The Defendant's Fourth Schedule (page 31) states that she is only liable *"to pay proportionate part by way of service charge"* for maintenance, repair and replacement where necessary.

Hence, the Defendant has NO liability whatsoever to pay for the construction of a penthouse flat and related expenses. Nor does she have a liability to pay for the conversion of flats for the

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[59] 02.02.xx – Extracts from the *"Condition survey"* of Jefferson House by Mr Brian Gale, Brian Gale Associates
[60] 04.11.xx – Mansell – Brian Gale Associates *"description of the works"* being undertaken at Jefferson House
[61] 01.11.13 – Planning application for penthouse flat
[62] 05.09.xx and 02.07.xx Defendant's photographs of the back of Jefferson House
[63] 06.01.24 – LR title flat 18A, transaction between Steel Services and Lavagna Enterprises (at 22 Feb 2006)
[64] 06.01.10 – LR title flat 33A, transaction between Steel Services and Lavagna Enterprises (at 22 Feb 2006)
[65] 05.12.16 – LR title flat 35A, transaction between Steel Services and Lavagna Enterprises (at 22 Feb 2006)
[66] 05.10.19 – Letter from Mr Brian Gale to the Leaseholders

purpose of adding other flats to the block – and expenses related to these works.

102.

7.11 Three months after she obtained the Court-endorsed Consent Order of 1 July 2004, the Defendant received unsubstantiated large invoices from Martin Russell Jones

103. Due to what the Defendant perceives as an act of vengeance, three and half months after the endorsement of the Consent Order by the Court, she received, from MRJ, an invoice dated 21 October 2004 stating a *"Brought forward balance"* of £14,452 (the same amount as the original July 2002 demand) – without any justification (**[67]** attached)

Another invoice followed three weeks later, dated 16 November 2004, this time stating a *"Brought forward balance"* of £15,447 – yet again, without any justification (**[68]** attached)

104.

7.12 Although the Defendant did not pay these invoices, the next invoice, fourteen months later, was 'mysteriously' £10,000 less than the 16 November 2004 invoice

105. The Defendant did *not* pay these invoices and did not receive communication from MRJ until fourteen months later, when she received an invoice from MRJ dated 9 January 2006, stating a *"Brought forward balance"* of £5,625 (**[69]** attached)

106. In light of the current Claim, the Defendant assumes that the 21 October and 16 November 2004 invoices have 'mysteriously' vanished into 'thin air'. (The latter invoice 'appears' to be in part based on the former). **She demands an explanation**.

107.

8 THE SUMS CLAIMED IN THE 27 FEBRUARY 2007 CLAIM CAN BE GROUPED UNDER FIVE HEADINGS

108.

- Half-yearly service charge in advance: **£4,539.62**
- Reserve fund contribution / Half yearly reserve fund: **£1,130.60**
- Balancing charge: **£573.70**
- Electricity: £549.36 - £56.00 = **£493.36**
- Ground rent: **£ 2,200.00**

A total of **£8,937.28**

109.

8.1 The Defendant disputes the claimed charges comprised under the following three groupings

110.

8.1.1 Half-yearly service charge in advance: £4,539.62

111.

25-Dec-2003	23-Jun-2004	Half yearly service charge in advance	679.36
24-Jun-2004	24-Dec-2004	Half yearly service charge in advance	679.36
25-Dec-2004	23-Jun-2005	Half yearly service charge in advance	775.83
24-Jun-2005	24-Dec-2005	Half yearly service charge in advance	775.83
25-Dec-2005	23-Jun-2006	Half yearly service charge in advance	814.62
24-Jun-2006	24-Dec-2006	Half yearly service charge in advance	814.62

112.

8.1.2 Reserve fund contribution / Half yearly reserve fund: £1,130.60

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67 04.10.21 – Invoice from MRJ to the Defendant, stating a *"Brought forward balance"* of £14,452

68 04.11.16 - Invoice from MRJ to the Defendant, stating a *"Brought forward balance"* of £15,447

69 06.01.09 – Invoice from MRJ to the Defendant, stating a *"Brought forward balance"* of £5,625

113.

25-Dec-2003	23-Jun-2004	Reserve fund contribution	195.60
24-Jun-2004	24-Dec-2004	Reserve fund contribution	195.60
25-Dec-2004	23-Jun-2005	Reserve fund contribution	195.60
24-Jun-2005	24-Dec-2005	Reserve fund contribution	195.60
25-Dec-2005	23-Jun-2006	Half yearly reserve fund	174.10
24-Jun-2006	24-Dec-2006	Half yearly reserve fund	174.10

114. **8.1.3 Balancing charge: £573.70**

115.

25-Dec-1999		Contra S/C Balancing Charge	-247.86
01-Jan-2003	31-Dec-2003	Balance charge as at 31 Dec 03	430.85
01-Jan-2004	31-Dec-2004	End of year 2004 balancing charge	390.71

116. **8.2 As Steel Services had lost control of the last floor when it became a Lessee of Lavagna Enterprises in Dec 2005 / Jan 2006, the Defendant challenges the veracity of the *"2006 estimated expenditure" "for all flats"* under the name of 'Steel Services'**

117. The 9 January 2006 invoice (supplied) states a *"half yearly service charge in advance"* of £814.62 for the period 25 Dec 2005 – 23 June 2006.

118. Enclosed with the invoice was *"Steel Services estimated expenditure for the year ended 2006 "* ([70] attached) from which the £814.62 sum has 'somehow been calculated'. The Defendant is uncertain as to how this amount was arrived at.

119. This document claims that the £76,167 of *"estimated expenditure for 2006"* is attributable to *"All flats"*. This *cannot* be right given that, as detailed previously, Steel Services was no longer the Lessor for the whole block.

120. **8.2.1 The "*2006 estimated expenditure"* does not define the difference between *"All flats"* from *"Flats 1 to 35 only"***

121. The *"2006 estimated expenditure"* refers to *"All flats"* - with a 'hint' of something else hiding behind as the note at the bottom of the page also states *"Flats 1 to 35 only"*

What is the definition of *"All flats"*?

What is the explanation for *"Schedule 2, Service charge of £15,500 for flats 1 to 35 only"*?

122. **8.3 It simply cannot be the case that the Defendant's half-yearly service charge for the year 2006 is an estimated £815 as it is higher than the amount in the preceding 12 months to the start of the works which resulted in: (1) the addition of four flats, including a massive penthouse flat; (2) the complete overhaul of Jefferson House. Among others, it suggests a breach of Clause 2(2)(c)(ii) of the Defendant's Lease**

123. For example, for the second half of 2003 and first half of 2004 the Defendant's half-yearly service charge was **£679.36** – as can be seen on the Claim

Clause 2(2)(c)(ii) of the Defendant's Lease – *"The Lessor will use its best endeavours to maintain the annual service charge at the lowest reasonable figure consistent with due performance and observance of its obligations herein*"

124. **8.4 The Defendant has not been informed of the impact on her 1.956% share of the service charges from the addition of a penthouse flat and three other flats. Clearly,**

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[70] 06.01.xx – "*2006 – Steel Services Ltd - Estimated expenditure for the year ended 31 December 2006"*

her share – as defined under Clause 2(2)(c)(i) of her Lease - must now be significantly less. A fact recognised by Mr Andrew Ladsky in his 25 January 2001 letter to the Defendant (and other Leaseholders)

125. When the block comprised of 35 flats, the Defendant's share was 1.956% - as can be seen from e.g. the *"Major apportionment 24th June 2002 – Revised"* supplied by CKFT with the application to WLCC for the 26 August 2003 hearing.

As Mr Andrew Ladsky wrote in his 25 January 2001 letter to the Defendant (and other Leaseholders) ([71] attached): *"… a new floor, by virtue of additional area will reduce every flats service charges"*

(Mr Ladsky also made a number of other 'interesting' comments in his letter e.g.

"… the costs of any additional floor on the property will NOT be borne by the residents..."

"All tenants are, of course, protected by the Landlord and Tenant Acts to ensure those carrying out any works do so reasonably and at the best possible price")

126. **8.5 Although (in breach of Clause 2(2)(g)(i) of her Lease), the Defendant has not been supplied with the 2005 year-end accounts, she 'presumes', on the basis of the *"2006 estimates of expenditure"*, that the 2005 accounts are unlikely to reflect the addition of four flats to the block**

127. The Defendant is unable to make a categorical statement as, at the time of writing, she has not received the 2005 year-end accounts. She gives as example the penthouse flat for which the first transaction (between Steel Services and Sloan Development) was recorded on the Land Registry at **5 August 2005**.

Non-provision of the accounts amounts to breach of covenants of the Defendant's Lease: Clauses 2(2)(g)(i) and 2(2)(e), 2(2)(f) – as well as of her statutory rights under S.21 of the L&T Act 1985. Yet, there is an expectation that she is going to 'blindly' pay service charge demands.

128. **8.6 In addition to her 'true' share of the service charges for 2005 and 2006, the Defendant also questions the amount claimed for various items in 2006 (She cannot challenge the 2005 claims as she has not been supplied with the accounts)**

129. Examples include:

(1) £7,500 for *"General repairs and maintenance"* given that the block has recently been completely overhauled.

By contrast, in 2003, prior to the start of the works, the amount charged for this item was recorded in the accounts as £4,913 ([72] attached). And the year before that, as £5,439.

(2) £7,500 for *"Boiler repairs and maintenance"* as replacement with new boilers is believed to have taken place during the major works: points 16.07 and 38 in the 17 June 2003 LVT report

130. **(3)** £1,000 for *"Lift repairs and maintenance"* given that the lift is new (it had to be changed in order to reach an additional floor)

This is the same amount as in 2002. (In 2003 it was £5,087. The Defendant assumes: to justify changing the lift. The 'story' is captured on pages 10 and 11 of the 17 June 2003 LVT report)

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[71] 01.01.25 – Mr Andrew Ladsky's letter to the Defendant (and other Leaseholders)
[72] 03.12.31 – 2003 year-end accounts for Jefferson House

131. **8.6.1 The Defendant also questions the amount of claimed charges for 2004**

132. The Defendant questions various items in the accounts, such as, for example, the sum of £9,612 for *"General repairs and maintenance"* given that the works were started in September 2004.

The sum of £10,273 for the *"Agent's fees"* given the appalling state of the area around her flat (externally and internally) throughout the two-year duration of the works (of which she has photographs). And by the same token, she questions the agent's fees for 2005.

In fact, in light of events with Ms Joan Hathaway, MRICS, and Mr Barrie Martin, FRICS, Martin Russell Jones, in particular, since the beginning of 2002, the Defendant objects to payment of any fees.

133. **8.6.2 The Defendant also questions the 'apparent' shortfall of £98,677 in the contribution to the major works from flats owned by Mr Andrew Ladsky**

134. According to the ICAEW's letter of 29 August 2006 (supplied) the sum of £46,242 in the 2004 year-end 'accounts' headed *"Contributions received"* (under *"Major works fund"*) is made up of the £4,095 from the Defendant (her 19 December 2003 letter to CKFT), and the reminder, £42,146, relates to some of Mr Andrew Ladsky's flats (flat 7, 34 and 35). The total original share for these three flats for the major works was £140,823. (Defendant analysis – supplied)

The Defendant: **(1)** questions the reason for not detailing these amounts in the list with other flats; **(2)** seeks an explanation for the apparent shortfall of £98,677 for the three flats – especially in light of his assurances in his 25 January 2001 letter to the Defendant (supplied)

135. **8.6.3 The Defendant has confirmation from the ICAEW that the accountant, Pridie Brewster, does not produce accounts in accordance with Clauses 2(2)(e) and 2(2)(f) of her Lease and, to her knowledge, has not taken steps to reflect the 17 June 2003 LVT determination in the accounts**

136. Following being copied on the Defendant's letter of 30 March 2005 to Ms Joan Hathaway, the accountant, Pridie Brewster, confirmed in its 15 April 2005 letter ([73] attached) to the Defendant that it had ***not*** reflected the LVT determination of 17 June 2003 in the 2003 year-end accounts – giving lack of awareness of it as reason.

137. With her 17 April 2005, reply the Defendant supplied Pridie Brewster with, among others, the LVT determination, while with her 9 May 2005 letter she supplied a copy of the 3 October 2003 Consent Order from Steel Services exempting her from Steel Services' LVT costs

138. In its 4 August 2005 letter ([74] attached) to the Defendant, the ICAEW confirmed that Pridie Brewster *"does not check the costs for reasonableness"*. This breaches Clause 2(2)(e)of the Defendant's Lease.

And in its 6 September 2005 letter ([75] attached) the ICAEW agreed with the Defendant's view that *"Pridie Brewster simply take the documentation given to them without question"* – thereby breaching Clause 2(2)(f) of her Lease.

139. Yet, the obligation to produce accounts - in line with the requirements stated in the Defendant's Lease - is quite clearly understood by Pridie Brewster – as evidenced by its 15 April 2005 letter to the Defendant (supplied): *"I will be unable to consider all the matters raised by you in relation to the determination and to the provisions of your lease in time to provide a full reply before the deadline referred to in page 3 of your letter"*

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[73] 05.04.15 – Letter from Pridie Brewster to the Defendant
[74] 05.08.04 – Letter from the ICAEW to the Defendant
[75] 05.09.06 – Letter from the ICAEW to the Defendant

140. To the Defendant’s knowledge, the accounts have not been restated / subsequent accounts amended to reflect the 17 June 2003 LVT determination.

141. **8.6.4 The clear conclusion is that, while the Defendant does not know how much she owes – if anything - to whoever her ‘Lessor’ is - in the three groupings of service charges, she is certain that she does not owe the sums claimed. She also views some of the component charges as amounting to a breach of Clause 2(2)(c)(ii) of her Lease**

142. The Defendant does not know how much of the claimed: (1) ‘Half-yearly service charge in advance ‘, (2) ‘Reserve fund contribution’, and (3) ‘Balancing charge’ she is liable for – but it is clear from the above that the claimed amounts are false.

143. **8.7 The Defendant also contests the electricity charges of: £549.36 - £56.00 = £493.36, she views as the continuation of an ongoing ‘rip-off’**

144.

05-Nov-2002	???	Electricity as per attached letter	42.70	-37.76
28-Jan-2003	02-Apr-2003	Electricity as per attached letter	35.19	-18.24
03-Apr-2003	**18-Jul-2003**	**Electricity charges as attached**	**41.80**	
19-Jul-2003	**03-Oct-2003**	**Electricity charges as per attached**	**32.06**	
04-Oct-2003	**12-Jan-2004**	**Electricity as attached**	**50.63**	
13-Jan-2004	05-Apr-2004	Electricity as attached	46.71	
06-Apr-2004	06-Jul-2004	Electricity charges as attached letter	47.41	
07-Jul-2004	11-Oct-2004	Electricity charges as attached	48.28	
1**2-Oct-2004**	**14-Jan-2005**	**Electricity charges as per attached**	**17.74**	
15-Jan-2005	**19-Apr-2005**	**Electricity charges as attached letter**	**38.86**	
19-Apr-2005	**25-Jul-2006**	**Electricity charges as attached**	**26.88**	
????	????			
17-Oct-2005	???	Electricity charges as attached letter	25.53	
07-Jan-2006	02-Jun-2006	Electricity charges as per attached	44.34	
09-Jan-2006	???	Electricity charges as attached letter	28.28	
02-Jun-2006	04-Oct-2006	Electricity per attached letter	22.95	

145. The Defendant has had drawn-out battles with Ms Joan Hathaway, MRICS, MRJ, over electricity charges, going back to the 1990’s. The difficulty in challenging the electricity charges is that London Electricity invoices ‘the Landlord’ ‘for the block’ – instead of invoicing each flat – as the meters are under the control of the Landlord (and under lock and key).

146. **The Defendant has not received the invoices highlighted, above,** in bold typeface.

147. In relation to the other amounts, **there are discrepancies** as the Defendant has electricity invoices with **different start / end dates / different amounts** e.g.

18 Oct 02 – 22 Jan 03: £47.57 v. the claimed: “05 Nov 02 - ???: £42.70”

13 Oct 05 – 6 Jan 06: £28.28 v. the claimed: “17 Oct 05 - ???: £25.53”

7 Jan 06 – 02 Jun 06: £28.28 v. the claimed: “09 Jan 06 - ???: £28.28

In light of the above, the Defendant questions the claimed *“£44.34 for 7 Jan 06 – 2 Jun 06”*

148. Considering that, due to the ongoing nightmare with her flat, the extent of the daily usage of electricity by the Defendant during the above periods was extremely limited, she disputes the claimed amount of units used e.g. 1.68 average daily units for the period 7 Jan 06 – 2 June 06.

Other analysis of the claimed charges also highlight large variations e.g. in the ‘average daily electricity standing charge’.

From talking to other people, the Defendant also questions the cost per unit of electricity e.g. a

jump from 6.993 pence in January 2006 to 10.38 pence in June 2006.

149. **Conclusion: the claimed electricity charges need to be reviewed**

150.

8.8 Ground rent: £ 2,200.00. The Defendant questions £200

151.

29-Sep-2002	**24-Dec-2002**	**Ground rent due on revised charge**	**100.00**
25-Dec-2002	23-Jun-2003	Ground rent due on revised charge	200.00
24-Jun-2003	24-Dec-2003	Ground rent due on revised charge	200.00
25-Dec-2003	23-Jun-2004	Ground rent due on revised charge	200.00
24-Jun-2004	24-Dec-2004	Ground rent due on revised charge	200.00
24-Jun-2004	**24-Dec-2004**	**Half yearly ground rent in advance**	**100.00**
25-Dec-2004	23-Jun-2005	Half yearly ground rent in advance	300.00
24-Jun-2005	24-Dec-2005	Half yearly ground rent in advance	300.00
25-Dec-2005	23-Jun-2006	Half yearly ground rent in advance	300.00
24-Jun-2006	24-Dec-2006	Half yearly ground rent in advance	300.00

152. The Third Schedule of the Defendant's Lease states:

(i) For the period expiring 28th September 2002 £100

(ii) For the period expiring 28th September 2027 £600

153. **The Defendant has paid the following amounts of ground rent:**

24 Jun 2002 – 24 Dec 2002: £100 (initial payment of £25, followed by payment of £75, cheque # 1355, with Defendant's 17 October 2002 letter to CKFT)

25 Dec 2002 – 23 Jun 2003: £100 (cheque # 1386, 22 March 2003 letter to Ms Hathaway)

24 Jun 2003 – 24 Dec 2003: £100 (cheque # 1398)

25 Dec 2003 – 24 Jun 2004: £100 (cheque # 1415, 31 December 2003 letter to Ms Hathaway)

24 Jun 2004 – 24 Dec 2004: £100 (cheque # 1328, 18 July 2004 letter to Ms Hathaway)

Having increased the half-yearly ground rent from £50 to £100, starting in 2002 – **more than two years later** – MRJ sent the 5 October 2004 letter (supplied) to *"All Lessees"* stating:

"We have been informed by the solicitors acting for the freeholders (NB!!!) *of the above, Steel Services Limited, that although the ground rent on your flat increased in September 2002 the increase is not sufficient to comply with the terms of your Lease"*

154. **The Defendant is unclear as to the following amounts:**

29-Sep-2002	24-Dec-2002	Ground rent due on revised charge	100.00
24-Jun-2004	24-Dec-2004	Half yearly ground rent in advance	100.00

155.

8.9 The combination of: (1) the 1 July 2004 Consent Order being ignored; (2) the appointment of Mansell, in breach of consultation procedures; (3) MRJ ignoring the Defendant's 30 March 2005 letter that she consequently had a £6,100 credit; (4) the construction of a penthouse flat, and addition of other flats; (5) the question marks over major covenants in her Lease following the 'disappearance' of the Lessor entity; (6) service charge demands: in breach of her Lease; widely fluctuating; based on: (i) 'bogus' accounts (ii) an unrevised share of service charges - led the Defendant to draw the line: NO MORE PAYMENT until the fundamental issues have been addressed. Her £6,100 credit would, among others, cover the ground rent.

156.

9 CONSIDERING THE ABOVE ISSUES, THE DEFENDANT HIGHLIGHTS HER CONCERN THAT HER

APPLICATION FOR TRANSFER OF THE CASE TO THE LVT WAS REFUSED

157. While a layperson, the Defendant has concerns that the above issues such as her true share of the service charges following the addition of several flats, fair and reasonable amount for various service charges, etc. can be resolved in the context of the WLCC forum.

Furthermore, as she pointed out in her 3 May 2007 Skeleton argument (under point 3), the case is connected with the 17 June 2003, LVT/ SC/007/120/02 determination.

158.

10 IN VIEW OF HER DEFENCE AND COUNTERCLAIMS, THE DEFENDANT HIGHLIGHTS HER INTENTION TO SEEK HER FULL COSTS ON AN INDEMNITY BASIS, INCLUDING INTEREST, AS WELL AS COMPENSATION FROM PORTNER AND JASKEL FOR THE AGGRAVATION SUFFERED

159. The Defendant's assumes that, in relation to Portner and Jaskel, the correct name is a 'Wasted Costs Order'.

160.

11 IN LIGHT OF THIS SECOND FILING OF A VEXATIOUS, ILL-FOUNDED CLAIM, THE DEFENDANT MAKES AN APPLICATION TO WLCC FOR AN EXTENDED CIVIL RESTRAINT ORDER AGAINST HER 'LANDLORD'

161. (Borrowing a Leaseholder's comment about his own landlord), the Defendant puts it to WLCC that her 'Landlord' – through his 'ever willing aides' - has *"turned intimidatory litigation into an industry"* for the purpose of securing monies that are not due and payable.

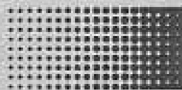
In addition to this Claim, the Claim in November 2002, (WL203 537), the Defendant's 'Landlord' has, among others, since the beginning of 2007: threatened her with bankruptcy proceedings unless she immediately paid the sum of 8,937.28 (i.e. amount claimed in this Claim); applied to WLCC for Judgment against her (in connection with this Claim) – which WLCC has rightfully denied.

I, the Defendant, Noëlle Yvonne Sylvie Klosterkotter-Dit-Rawé believe that the facts stated in this *"Defence & Counterclaim"* are true.

I signed here, followed by the date

	Date	Item	Page #
1	07.08.24	WLCC Order	1
2	07.08.22	Claimant's skeleton argument	2
3	07.08.12	Letter from Defendant to Mr Ahmet Jaffer, Portner and Jaskel	6
4	07.07.12	Letter from Mr Ahmet Jaffer, Portner and Jaskel, to the Defendant	10
5	07.06.30	Defendant's letter to Mr Ahmet Jaffer, Portner and Jaskel	11
6	07.05.01	Letter from Mr Jeremy Hershkorn, Portner and Jaskel, to WLCC	14
7	07.04.03	WLCC's 'Notice that acknowledgment of service has been filed' to Portner and Jaskel	16
8	07.03.22	Defendant's acknowledgement of service to WLCC	17
9	07.03.01	Invoice from Martin Russell Jones to the Defendant	18
10	07.02.25	Defendant's letter to Portner and Jaskel	19
11	07.02.16	Letter from Mr Jeremy Hershkorn, Portner and Jaskel, to the Defendant	20
12	06.09.xx	Defendant's calculations of service charge paid by Leaseholders	22
13	06.08.29	Letter from ICAEW to the Defendant, inc. contributions paid by the Leaseholders in 2002 and 2003	24
14	06.05.24	"Transfer of whole of registered title(s) – Land Registry TR1"	29
15	06.04.30	Defendant's letter to Mr Daniel Broughton, Portner and Jaskel	31
16	06.04.03	Letter to the Defendant from Mr Daniel Broughton, Portner and Jaskel	40
17	06.03.30	Defendant's letter to Mr Daniel Broughton, Portner and Jaskel	41
18	06.02.xx	Defendant's mapping of ownership of Jefferson House, from Land Registry titles	42
19	06.02.10	"Notice of first refusal" sent to the Defendant by Portner and Jaskel	43
20	06.01.xx	"2006 – Steel Services Ltd - Estimated expenditure for the year ended 31 December 2006"	50
21	06.01.31	'Edition date' of Land Registry title, NGL 373333 (obtained on 22 Feb 2006)	52
22	06.01.24	LR title flat 18A, transaction between Steel Services and Lavagna Enterprises (at 22 Feb 2006)	58
23	06.01.10	LR title flat 33A, transaction between Steel Services and Lavagna Enterprises (at 22 Feb 2006)	60
24	06.01.09	Invoice from MRJ to the Defendant, stating a "Brought forward balance" of £5,625	62
25	05.12.16	LR title flat 35A, transaction between Steel Services and Lavagna Enterprises (at 22 Feb 2006)	63
26	05.12.15	Land Registry title for Lavagna Enterprises, BGL 56642 (obtained on 27 February 2006)	65
27	05.10.19	Letter from Mr Brian Gale to the Leaseholders	69
28	05.09.xx	and 02.07.xx Defendant's photographs of the back of Jefferson House	70
29	05.09.06	Letter from the ICAEW to the Defendant	71
30	05.08.10	Land Registry title for the penthouse flat, BGL 54458 (obtained on 27 February 2006)	73
31	05.08.04	Letter from the ICAEW to the Defendant	77
32	05.04.15	Letter from Pridie Brewster to the Defendant	79
33	05.03.30	Letter from the Defendant to Ms Hathaway, MRJ, highlighting that she has a £6,100 credit	80
34	04.11.xx	Mansell – Brian Gale Associates "description of the works" being undertaken at Jefferson House	84
35	04.11.16	Invoice from MRJ to the Defendant, stating a "Brought forward balance" of £15,447	85
36	04.10.22	Land Registry title for 'Airspace of Jefferson House', BGL 51266 (obtained on 27 February 2006)	86
37	04.10.21	Invoice from MRJ to the Defendant, stating a "Brought forward balance" of £14,452	90
38	04.10.05	Letter from Mr Barrie Martin, FRICS, MRJ to "All Lessees of Jefferson House" that Steel Services is "freeholder", and that increase in ground rent not sufficient	91
39	04.08.02	Letter from Mr Barrie Martin, MRJ, to "All Lessees", announcing the appointment of Mansell	92

	Date	Item	Page #
40	04.07.01	Defendant's Consent Order with Steel Services, for £6,350, endorsed by Wandsworth County Court	94
41	04.04.26	Land Registry title number NGL 373 333, for Steel Services	98
42	04.04.26	Land Registry titles for Jefferson House Ltd, titles: 101949, 69437 and 69051	104
43	04.03.26	Letter from Ms Hathaway, MRJ, to "All Lessees"	110
44	03.12.31	2003 year-end accounts for Jefferson House	111
45	03.12.19	Defendant's Notice of Acceptance to CKFT	115
46	03.10.21	Steel Services 'offer' to the Defendant, for £6,350, plus interest of £143	119
47	03.08.26	WLCC Order	122
48	03.08.09	Defendant's letter to WLCC	124
49	03.08.07	Letter to the Defendant's solicitors (of only a few hours) from Mr Silverstone, CKFT	131
50	03.08.06	Ms Ayesha Salim, CKFT Summary Judgement application to WLCC	132
51	03.08.06	"Major works apportionment 24th June 2002 revised", produced for 26 August 2003 hearing	138
52	03.08.05	Letter to the Defendant from Ms Ayesha Salim, CKFT	140
53	03.07.31	Assessment of Steel Services 17 July 2003 "Revised price" by Defendant's RICS accredited Surveyor	141
54	03.07.24	Letter to the Defendant from Mr Silverstone, CKFT	147
55	03.07.21	Letter from LVT to Mr Lanny Silverstone, Cawdery Kaye Fireman & Taylor (CKFT)	148
56	03.07.17	Letter to the Defendant from Mr Lanny Silverstone, CKFT	149
57	03.07.17	"Revised price" sent to the Defendant by Mr Silverstone, CKFT	150
58	03.07.17	Letter from Mr Silverstone, CKFT, to Judge, WLCC	172
59	03.07.15	Letter from the Defendant to WLCC	173
60	03.06.25	Letter to the Defendant from Mr Silverstone, CKFT	176
61	03.06.24	Case Summary and Draft Order supplied, in court, to the Defendant, by Mr Silverstone, CKFT	178
62	03.06.17	LVT determination ref: LVT/SC/007/120/02 (ref: # 992 on the LVT database)	184
63	02.10.29	"Applying to a Leasehold Valuation Tribunal", LVT publication	199
64	02.10.29	LVT pre-trial hearing directions	202
65	02.07.17	Service charge demand of £14,400 sent by MRJ to the Defendant	205
66	02.07.15	Letter from Ms Hathaway, MRJ, to "All Lessees"	206
67	02.02.xx	Extracts from the "Condition survey" of Jefferson House by Mr Brian Gale, Brian Gale Associates	212
68	02.02.26	Central London County Court claim filed by Portner and Jaskel against the then Leaseholder of flat 12	226
69	01.11.13	Planning application for penthouse flat	228
70	01.06.07	Ms Hathaway, MRJ, letter to "All Lessees"	233
71	01.01.25	Mr Andrew Ladsky's letter to the Defendant (and other Leaseholders)	235
72	00.12.13	"Notice of first refusal" issued by Laytons solicitors	237
73	96.11.22	Land Registry title NGL 373 333, for Steel Services	240
74	96.11.21	Letter to the Defendant from Laytons solicitors	247
75	86.03.10	Defendant's Lease	249



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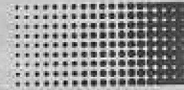

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