

Mr Ahmet Jaffer
Portner and Jaskel
Solicitors
63/65 Marylebone Lane
London W1U 2RA

Ms N Klosterkotter-Dit-Rawé
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[]
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12 August 2007

(By 'Special Delivery')

Ref: Your West London County Court claim, **7WL 00675**, dated 27 February 2007

Dear Mr Jaffer

URGENT AND IMMEDIATE ATTENTION

As your 12 July 2007 letter (attached ¹) is a partial response to mine of 30 June 2007 (attached ²), I delayed replying in the hope that I would receive follow-on correspondence from you. I have not.

1 You have failed to provide me with your skeleton argument

As you are aware, the hearing in West London County Court has been re-scheduled for 24 August 2007. Your failure to provide me with your skeleton argument is preventing me from preparing myself for the hearing, and amounts to a breach of your legal obligations under:

Section 1.3 of the CPR, "Duty of the parties: The parties are required to help the court to further the overriding objective" (1.1 "Overriding objective" "...enabling the court to deal with cases justly")

In my attached letter to West London County Court, dated 12 August 2007 ³ I highlight your wholly unreasonable unwillingness to supply me with the requested information and ask the court's assistance in ensuring that I receive the requested information **by Thursday 16 August 2007**.

I remind you that you have been in possession of my skeleton argument since 4 May 2007 i.e. for more than three months.

Your failure to provide me with the requested information adds weight to my – amply supported position - that your client's claim against me is dishonest and vexatious.

2 By the same token, you have failed to provide me with evidence in support of your claim

3 Your claim that, in a letter dated 27 February 2007, you "notified me that the title of the premises was transferred from Steel Services to Rootstock Overseas Corp"

3.1 I have not received this correspondence from you. Please, supply me and the court with a copy.

I note the following points in relation to your statement:

3.2 In his 16 February 2007 letter (attached ⁴) Mr Jeremy Hershkorn threatened me with bankruptcy in the name of a company I had never heard of – as I highlighted in my 25 February 2007 reply (attached ⁵)

¹ 12 July 2007 letter from Mr Ahmet Jaffer, Portner and Jaskel

² My 30 June 2007 letter to Mr Ahmet Jaffer, Portner and Jaskel

³ My 12 August 2007 letter to West London County Court

⁴ 16 February 2007 letter from Mr Jeremy Hershkorn, Portner and Jaskel

⁵ My 25 February 2007 letter to Portner and Jaskel

- 3.3 On 27 February 2007, the day you claim to have sent me the letter, you filed the claim, 7WL00675, against me in West London County Court.
- 3.4 That a change of ownership took place “on 24 May 2006”. I was not informed of this. This amounts to a breach of not only my statutory rights under the Landlord & Tenant Act 1987, but also a criminal offence under Section 10A of the same Act.

In case you suggest that your client complied with its obligations by asking your firm (contact: Mr Daniel Broughton) to send me the so-called 10 February 2006 “Notice of first refusal” (attached ⁶), I remind you of my reply of 30 April 2006 (attached ⁷) in which I summarised events, and proved, among others, that the “notice” contains false and misleading information.

I also remind you that, in spite of two opportunities to correct the information, when I asked Mr Broughton to confirm “My understanding that the “Notice”, refers to the building, as it stands now, in its entirety i.e. the whole of Jefferson House”, he twice confirmed this.

As a result of my exposing the deceit in my 30 March 2006 letter (attached ⁸), eventually, in his letter of 3 April 2006 (attached ⁹) Mr Broughton conceded that the “notice” was “not in respect of any interest in the property that may be held by Lavagna Enterprises Ltd”.

- 3.5 In my 30 March 2006 letter to Mr Broughton, I highlighted the outcome of my research of Land Registry records, namely:
- The addition of a superior landlord, Lavagna Enterprises Limited (of which I was not informed).
 - The fact that Steel Services Limited had lost control of the last floor of Jefferson House to Lavagna Enterprises Limited.

With your 12 July 2007 letter you enclosed a “Land Registry title TR1” (attached ¹⁰) in support of your statement that “the title to the premises was transferred from Steel Services Limited to our clients, Rootstock Overseas Corp”.

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

- 3.6 As I highlighted under point 1.2 of my 3 May 2007 skeleton argument, the current claim, 7WL00675, that you filed against me, stipulates yet another name in the file path at the bottom of the form: Sloan Development.
- 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?
- 3.7 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?

As exemplified by the above, your firm’s conduct and that of your client is of the most despicable. Added to the above, I remind you of some of the prior key events (there are many others):

- In August 2002, your client filed an application with the Leasehold Valuation Tribunal “to determine the reasonableness of the sum demanded”. In spite of the Tribunal telling me (and other leaseholders) at the 29 October 2002 pre-trial hearing to **NOT pay** the service charge demand until the Tribunal had issued its determination (Court of Appeal case Daejan Properties v. LVTs: LVTs only have jurisdiction for service charges that are still unpaid), exactly one month later, your client filed a

⁶ 10 February 2006 “Notice of first refusal”

⁷ My 30 April 2006 to Mr Daniel Broughton, Portner and Jaskel

⁸ My 30 March 2006 letter to Mr Daniel Broughton, Portner and Jaskel

⁹ 3 April 2006 letter from Mr Daniel Broughton, Portner and Jaskel

¹⁰ 24 May 2006 “Land Registry TR1” title, supplied by Portner and Jaskel with its 12 July 2007 letter

claim in West London County Court against me (and 10 other leaseholders). (The Tribunal issued its determination seven months later, in June 2003).

- In October 2003 your client made me an offer for £6,350 (attached ¹¹) v. the original demand of 17 July 2002 for £14,400 (attached ¹²) for “the major works” at Jefferson House. While, as I stated in my Notice of Acceptance of **19 December 2003** to Cawdery Kaye Fireman & Taylor (attached ¹³) the offer is in breach of my statutory rights, as well as covenants in my lease, “I nonetheless agree to pay it for the sake of bringing this dispute to an end”
- Another seven months battle ensued with your client before it finally agreed to a Consent Order which was endorsed by Wandsworth County Court on 1 July 2004 (attached ¹⁴).
- Three months later, your client sent me another invoice, dated 21 October 2004, stating a “Brought forward balance of £14,452” (attached ¹⁵) without any explanation whatsoever. In other words, the same amount as the original demand of 17 July 2002 and consequently totally ignoring the fact that I had accepted the £6,350 “offer” – and had paid it.

It is now **four years** since I accepted your client’s “offer”. This was a very big step for me to take given the failings of the “offer” but, as I will repeat, I did this “for the sake of bringing this dispute to an end”.

Your client was not content with that as, since then, it has embarked on a highly vicious vendetta against me – as exemplified by the above events. In addition, it is continuing with its malicious acts on my flat.

- In the third week of July, I found the carpet in my flat absolutely soaking wet throughout suggesting that an exceptionally large amount of water penetrated my flat through the front door. As can be seen from the attached photographs taken on 20 July 2007 ¹⁶ my bed, as well as other items that were on the floor got very significantly wet.
- As can also be seen from the photographs taken on 31 July 2007 ¹⁷, the damage caused to my flat: carpet, woodwork, etc. is extensive.

It is clear that the water came from the corridor, which, on 20 July 2007, was likewise, soaking wet. I have had no communication whatsoever from you (as Mr Jeremy Hershkorn told me in his 16 February 2007 letter that you were the ‘go-between’ with Martin Russell Jones).

(On 31 July 2007, a resident told me that she had raised the issue of the flooding in the corridor, including the fact that the holes made in the ceiling of the corridor by my flat on 7 February 2007 i.e. five months ago, had not yet been fixed and that this was a health and safety concern – See attached photographs).

The lack of communication - as was the case with the previous leaks on 6 February 2007, 8 August 2005 and 18 August 2005 - supports my position that this, and previous leaks, were malicious acts.

In light of your conduct and that of your client, I again confirm that I will seek my costs on an indemnity basis. At the appropriate time, I will also intend to apply for a Wasted Costs Order against your firm. I will also reiterate my request to the court for an Extended Civil Restraint Order against your client.

Yours sincerely,

N K-Dit-Rawé

cc. West London County Court, inc. all enclosures

¹¹ 21 October 2003 “offer” from Steel Services, through Cawdery Kaye Fireman & Taylor

¹² 17 July 2002 service demand from Martin Russell Jones for £14,400

¹³ My 19 December 2003 Notice of Acceptance to Cawdery Kaye Fireman & Taylor

¹⁴ 1 July 2004 Consent Order for £6,350.85, endorsed by Wandsworth County Court

¹⁵ 21 October 2004 invoice from Martin Russell Jones for £14,452

¹⁶ 20 July 2007 photographs of my flat

¹⁷ 31 July 2007 photographs of my flat

Damage caused to my flat, 3 Jefferson House, 11 Basil Street, London SW3 1AX by a malicious leak generated from the corridor in July 2007



Damage caused to my flat, 3 Jefferson House, 11 Basil Street, London SW3 1AX by a malicious leak generated from the corridor in July 2007



Damage caused to my flat, 3 Jefferson House, 11 Basil Street, London SW3 1AX by a malicious leak generated from the corridor in July 2007



Damage caused to my flat, 3 Jefferson House, 11 Basil Street, London SW3 1AX by a malicious leak generated from the corridor in July 2007



Damage caused to my flat, 3 Jefferson House, 11 Basil Street, London SW3 1AX by a malicious leak generated from the corridor in July 2007

Since the previous leak in February 2007 (that narrowly) missed my flat...



...five months later, in July 2007, the ceiling in the corridor had not yet been repaired



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Post Label SD
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TOTAL DUE TO POST OFFICE 9.50

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ITEM NO	BUILDING NAME OR NUMBER	POSTCODE
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4

Thank You

TOTAL £11.75 + £9.50 = £21.25

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