

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

Ms N Klosterkotter-Dit-Rawé
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19 May 2008

(Delivered by hand on 19 May 2008)

Ref: West London County Court claim, Rootstock Overseas Corp / Steel Services Limited v
Noëlle Klosterkotter-Dit-Rawé - **7WL 00675**, 27 February 2007

Dear Mr Jaffer

REQUEST MADE UNDER CPR PART 18

Please provide me / ensure I am provided with the following information:

1. **Ownership of Jefferson House**
2. What is the name of *all* the parties with controlling / ownership interest in Jefferson House i.e. freeholder/s, superior Headlessor/s, Headlessor/s –and the Land Registry number of their property title?
3. For each of these entities, what is the precise definition of the premises covered under the title, and since when have each of these entities owned the title?
4. For each of these entities, what was the preceding owning entity?
5. As requested in my 12 August 2007 letter - to which you never replied: what is the exact definition of *“the premises”* transferred from Steel Services to Rootstock Overseas Corp on 24 May 2006?
6. My lease defines the responsibilities of the lessor, or landlord as pertaining to Jefferson House in its entirety i.e. every floors, including the roof. What is the name of the entity that performs this role?
7. The name Sloan Development is stated in the file path of the 27 February 2007 claim filed against me. What is the role of this company in the context of Jefferson House?
8. S.2 L&T Act 1985 – What is the name and address of every director and the company secretary for the lessor of the whole of Jefferson House i.e. my ‘landlord’?
9. Copy of the letter, you claimed, in your 12 July 2007 letter, to have sent me on 27 February 2007 as notification *“that the title of the premises was transferred from Steel Services Limited to our clients, Rootstock Overseas Corp on the 24th May 2006”*. Please, supply the file statistics as well for this letter.
10. Please supply a copy of the S.5 L&T 1987 Act Notice of First Refusal for the sale of the ‘airspace’ to Lavagna Enterprises Limited (as it was not supplied to me).

11. **Revised share of the service charges**

12. Clauses 2(2)(c)(i), 5(8)(b) of my lease - What is my revised percentage share of the service charges?

Before the addition to Jefferson House of: (1) a penthouse flat that is c. seven times the size of my flat; (2) three other flats (18A, 33A, 35A), my share of the service charges was 1.956%. Since these additions in 2005, I have not received any communication on my revised shared of the service charges.

Please supply copy of properly certificated revised percentage share of the service charges for each flat at Jefferson House, including detail of how the revised shares were arrived at.

13. **Year-end accounts for Jefferson House**

14. Clauses 2(2)(d), 2(2)(e), 2(2)(f), 2(2)(i), 2(2)(k), 5(8)(a) and Fourth Schedule of my lease:

Jefferson House accounts for **year ending 2004 and earlier** - As the Institute of Chartered Accountants for England and Wales confirmed to me in its 4 August 2005 letter that the accountants, "*Pridie Brewster does not check the costs for reasonableness*" and "*simply take the documentation given to them without question*" when drawing-up the accounts – thereby breaching the terms of my lease - please confirm:

- (1) whether remedial action has been taken;
- (2) for which year/s
- (3) provide signed evidence from the accountants in support, and
- (4) the impact on service charges demanded of me

15. Clauses 2(2)(d), 2(2)(e), 2(2)(f), 2(2)(i), 2(2)(k), 5(8)(a) and Fourth Schedule of my lease:

For **year-end accounts 2004**, the ICAEW informed me in its 29 August 2006 letter that the sum of £46,242 under "*Contributions received*", under "*Major works fund*", includes £42,146 from flats 7, 34 and 35. The total original share for these three flats for the major works was £140,823.

What is the accountants' explanation for:

- (1) not detailing these amounts in the list with other flats?
- (2) the apparent shortfall of £98,677 for the three flats?

16. Clauses 2(2)(d), 2(2)(e), 2(2)(f), 2(2)(i), 2(2)(k), 5(8)(a) and Fourth Schedule of my lease:

For **year ending 2005**, please provide full set of the year-end accounts for Jefferson House, including a statement on 'future costs, expenditure and outgoings' and a schedule detailing 'service charge payable by each flat' and 'contribution received from each flat' – signed by the accountants, certifying that the accounts comply with

the requirements set-out in my lease.

17. Clauses 2(2)(d), 2(2)(e), 2(2)(f), 2(2)(i), 2(2)(k), 5(8)(a) and Fourth Schedule of my lease:

For **year-ending 2006**, please provide full set of the year-end accounts for Jefferson House, including a statement on 'future costs, expenditure and outgoings' and a schedule detailing 'service charge payable by each flat' and 'contribution received from each flat' – signed by the accountants, certifying that the accounts comply with the requirements set-out in my lease.

18. Signed statement from the accountants that the 17 June 2003 determination has been reflected in the accounts – including detail of how the charges attributed to 'the major works' have been reflected in the accounts.
19. If the 17 June 2003 LVT determination has not been reflected in the accounts, please provide a signed statement from the accountants of the detail of the charges attributed to the 'major works', and how they are reflected in the accounts.
20. By copy of my 30 March 2005 letter to Martin Russell Jones, I informed the accountants that, due to non-compliance with the consultation provisions in section 20 of the Landlord and Tenant Act 1985 as amended, in relation to the appointment of Mansell Construction Services in August 2004, the amount of service charge for "the major works" is limited to £250 per leaseholder.

Have the accountants acted upon this information by taking the appropriate steps? If so, please supply detail signed by the accountants.

21. Please provide a signed statement from the accountants of the detail of the legal costs incurred in connection with any proceedings arising out of the application to the Leasehold Valuation Tribunal dated 7 August 2002, and how they are reflected in the accounts.
22. Please provide a signed statement from the accountants of all the legal costs reflected in the accounts that are in connection with any proceedings arising out of the 15-17 July 2002 service charge demand for the 'major works'.
23. **"Steel Services estimated expenditure for the year ended 2006"**
24. Clauses 2(2)(d), 2(2)(e) and 2(2)(f) of my lease – Please obtain a signed statement from the accountants that they issued this document.
25. Given that Steel Services transferred its title to Rootstock Overseas Corp on 24 May 2006, how do you explain that the sums intended to be expended cover the period to end December 2006?
26. The estimate is difficult to comprehend:

What is the meaning of "Schedule 1"?

What is the meaning of "Schedule 2"?

What is the meaning of the components of the note headed "Apportionments"?

Please provide sufficient detail for the "estimate" to be reasonably and easily understood, including how my "Half yearly service charge in advance" of £814.62 was

arrived at.

27. **Service charge demands**

28. The total amount of service charges claimed in the 27 February 2007 Particulars of Claim is £8,937. Two days later, Martin Russell Jones drew-up an invoice, dated 1 March 2007, stating a “*Brought forward balance*” of £8,688. What is the explanation for the £249 difference?

29. **My £6,100 credit due to non-compliance with S.20 consultation procedures**

30. Clause 2(2)(h)(i) of my lease; S.20 L&T 1985 Act as amended

In my 30 March 2005 letter, I informed Ms Hathaway, Martin Russell Jones, that, due to the failure to comply with S.20 consultation procedures in relation to the appointment of Mansell, my share of the costs of ‘the major works’ was capped at £250. Consequently, I have a £6,100 credit following payment of £6,350 (initial payment in August 2003; remainder in December 2003) for my full share of the costs of ‘the major works’ (Consent Order endorsed by the court on 1 July 2004). My letter was not acknowledged.

Please confirm that I have a £6,100 credit.

31. **Exemption from all legal costs in connection with any proceedings arising out of the application to the LVT dated 7 August 2002**

32. Clause 2(2)(h)(i) of my lease

In my 9 May 2005 letter, I informed Pridie Brewster, accountants, that I was exempt from being charged any of the legal costs in connection with any proceedings arising out of the application to the Leasehold Valuation Tribunal dated 7 August 2002. I supplied a copy of the 3 October 2003 Consent order, endorsed by Martin Russell Jones and my then solicitors, Piper Smith Basham. This has not been acknowledged.

Please provide signed statement from the accountants that this exemption has been taken into consideration in the following charges, and how this was achieved.

33. Clauses 2(2)(c)(i), 5(8)(b) of my lease

Evidence that, since 2005, the accountants have taken due consideration of the addition of the penthouse flat and three other flats in the method of calculating and apportioning the service charges between the flats.

34. Clauses 2(2)(d), 2(2)(e), 2(2)(f), 2(2)(i), 2(2)(k), 5(8)(a), Fourth Schedule, and Clauses 2(2)(c)(i), 5(8)(b) of my lease:

Please provide signed statement from the accountants that each of the following service charge items contained in the 27 February 2007 claim has been determined by the accountants, and on a basis that complies with the covenants in my lease.

35. **Year 2003 – Service charges**

36.	25-Dec-1999	Contra S/C Balancing Charge	-247.86
37.	01-Jan-2003	31-Dec-2003 Balance charge as at 31 Dec 03	430.85

38. **Year 2004 – Service charges**

39.	25-Dec-2003	23-Jun-2004	Half yearly service charge in advance	679.36
40.	24-Jun-2004	24-Dec-2004	Half yearly service charge in advance	679.36
41.	01-Jan-2004	31-Dec-2004	End of year 2004 balancing charge	390.71

42. **Year 2005 – Service charges**

43.	25-Dec-2004	23-Jun-2005	Half yearly service charge in advance	775.83
44.	24-Jun-2005	24-Dec-2005	Half yearly service charge in advance	775.83

45. **Year 2006 – Service charges**

46.	25-Dec-2005	23-Jun-2006	Half yearly service charge in advance	814.62
47.	24-Jun-2006	24-Dec-2006	Half yearly service charge in advance	814.62

Reserve fund contribution / Half yearly reserve fund

48. Clauses 2(2)(e) and 5(7) of my lease

Please provide a signed statement from the accountants that each of the following Reserve Fund contributions service charge items contained in the 27 February 2007 claim have been determined by the accountants and comply with the covenants in my lease

49. Define the factors used to arrive at the following contributions:

50. **Year 2004 - Reserve fund contribution / Half yearly reserve fund**

51.	25-Dec-2003	23-Jun-2004	Reserve fund contribution	195.60
52.	24-Jun-2004	24-Dec-2004	Reserve fund contribution	195.60

53. **Year 2005 - Reserve fund contribution / Half yearly reserve fund**

54.	25-Dec-2004	23-Jun-2005	Reserve fund contribution	195.60
55.	24-Jun-2005	24-Dec-2005	Reserve fund contribution	195.60

56. **Year 2006 - Reserve fund contribution / Half yearly reserve fund**

57.	25-Dec-2005	23-Jun-2006	Half yearly reserve fund	174.10
58.	24-Jun-2006	24-Dec-2006	Half yearly reserve fund	174.10

59. Clause 5(7) of my lease – Please provide a signed statement from the accountants that these contributions have been paid into a designated account.

60. **Trust fund**

61. Clause 18(b)(ii) of my lease – S.42A L&T 1987 Act

For Jefferson House, for the tax years ranging from 2002 to 2008: please provide copy of yearly statements for the trust fund account/s from the financial institution/s where the funds are held, or copy of the front page and of the pages containing the entries - from each of the bank-book / building society book in which the deposits are recorded.

62. **Insurance policy**

63. Clause 5(4) of my lease – Please provide copy of the insurance policy for Jefferson House for year 2005 and 2006 showing:

- (1) the name of the insurer;
- (2) the number of the insurance policy
- (3) the registered office of the authorised insurer
- (4) the sum for which the block is insured;
- (5) the premium paid;
- (6) the amount of any excess payable under the policy and what the excess applies to
- (7) the risks covered in the policy

64. **21 October 2004 and 16 November 2004 invoices**

65. What is the explanation for the 21 October 2004 invoice stating a “*Brought forward balance*” of £14,452.17?

66. What is the explanation for the 16 November 2004 invoice of £15,878.71?

67. Having not paid the 21 October 2004 invoice, nor the 16 November 2004 invoice, 14 months later, I received a 9 January 2006 invoice from Martin Russell Jones stating a “*Brought forward balance*” of £5,624.70. Hence, a difference of £10,254.

What happened to this sum of £10,254 I was ‘deemed’ to owe?

68. Given that Steel Services transferred its title to Rootstock Overseas Corp on 24 May 2006, how do you explain the 1 March 2007 invoice from Martin Russell Jones i.e. 10 months later, stating “*Landlord: Steel Services Ltd*”?

69. **Electricity charges**

70. For the following list of demands of electricity charges contained in the 27 February 2007 claim, please provide:

- (1) the invoice for the entries in bold type face
71. (2) the invoice to address the information gaps denoted by question marks
72. (3) evidence from the electricity company in support of the demands

73. 05-Nov-2002 ??? Electricity as per attached letter 42.70 -37.76

74. 28-Jan-2003 02-Apr-2003 Electricity as per attached letter 5.19 -18.24

75. **03-Apr-2003 18-Jul-2003 Electricity charges as attached 41.80**

76. **19-Jul-2003 03-Oct-2003 Electricity charges as per attached 32.06**

77.	04-Oct-2003	12-Jan-2004	Electricity as attached	50.63
78.	13-Jan-2004	05-Apr-2004	Electricity as attached	46.71
79.	06-Apr-2004	06-Jul-2004	Electricity charges as attached letter	47.41
80.	07-Jul-2004	11-Oct-2004	Electricity charges as attached	48.28
81.	12-Oct-2004	14-Jan-2005	Electricity charges as per attached	17.74
82.	15-Jan-2005	19-Apr-2005	Electricity charges as attached letter	38.86
83.	19-Apr-2005	25-Jul-2006	Electricity charges as attached	26.88
84.	????	????		
85.	17-Oct-2005	???	Electricity charges as attached letter	25.53
86.	07-Jan-2006	02-Jun-2006	Electricity charges as per attached	44.34
87.	09-Jan-2006	???	Electricity charges as attached letter	28.28
88.	02-Jun-2006	04-Oct-2006	Electricity per attached letter	22.95
89.	Ground rent			
90.	Please provide clarification for the following:			
91.	29-Sep-2002	24-Dec-2002	Ground rent due on revised charge	100.00
	as, for '24 Jun 2002 – 24 Dec 2002', I have paid £100: initial payment of £25, followed by payment of £75, cheque # 1355, with my 17 October 2002 letter to Cawdery Kaye Fireman & Taylor			
92.	24-Jun-2004	24-Dec-2004	Half yearly ground rent in advance	100.00
	as, for '24 Jun 2004 – 24 Dec 2004', I have already paid £100, cheque # 1328, sent with my 18 July 2004 letter to Ms Hathaway			

You are reminded that the information you supply must be endorsed by a Part 22 witness statement.

The deadline for supplying me with the information is Monday 2 June 2008, giving you a total of 14 days from the date of receipt. Should you fail to reply, I will file an application with the court for an order.

Yours sincerely

N Klosterkotter-Dit-Rawé



PORTNER AND JASKEL
SOLICITORS

PORTNER AND JASKEL LLP
SOLICITORS
37-47 MARYLEBONE LANE
LONDON W1U 2RA
TELEPHONE: 0207 616 5300
FX 9067 WEST END

63/65 MARYLEBONE LANE
LONDON W1U 2RA
Telephone: 020 7616 5300
Fax: 020 7935 0500
DX: 9067 West End

RECEIVED COPY OF LETTER ON
MONDAY 19TH MAY AT 14.58.

BIANCA SUART
PARTNER @ JASKEL

With Compliments