

FRAUD actively supported by tribunal and courts see e.g. my 23 Dec 09 Subject Access Request to the Court Service; my 12 Jul 09 complaint to the Parliamentary Ombudsman

MASSIVELY FRAUDULENT
See my site e.g.
- LVT
- Major works
- My Diary 22 Nov 08
- CKFT
- Pridie Brewster
- Brian Gale; MRJ

IN THE WEST LONDON COUNTY COURT CLAIM NO:
BETWEEN

The nightmare, hell hole court - as evidenced also in 2007-08

STEEL SERVICES LIMITED

Claimant

and

- (1) [REDACTED]
- (2) NOEL YVONNE SYLVIE KLOSTERKOTTER-DIT-RAWE
- (3) [REDACTED]
- (4) [REDACTED]
- (5) [REDACTED]
- (6) [REDACTED]
- (7) [REDACTED]
- (8) [REDACTED]
- (9) [REDACTED]
- (10) [REDACTED]

AND

[REDACTED]

- (11) [REDACTED]

Defendants

PARTICULARS OF CLAIM

1. By a number of Leases ("the leases") the details of which are set out in

Schedule 1, the premises leasehold premises known as Flats 1, 3, 4, 10, 11, 13, 15, 20, 22, 23, 25, 28, 32 and 33 at Jefferson House 11 Basil Street London

SW3 1AX were let by and to the parties set out in Schedule 1 for a term years from 29th September 1979 to 1st September 2052 at the rent reserved by each lease payable by half-yearly instalments in advance on the 24th June and 25th December each year and an annual service charge (recoverable as rent) as specified in each of the said leases.

2. The leasehold reversionary interest is vested in the Claimant and the remainder of the leases are vested in the Defendants.

3. By clause 2 of the leases the Lessees covenanted.
- (2)(a) To pay to the Lessor without any deduction an additional sum (payable and recoverable as rent) in respect of every financial year of the Lessor an annual service charge (hereinafter called “the Service Charge”) of an amount determined as [therein] provided and payable at the time and in the manner [set out in the Lease].
- (2)(h) The Lessee shall if required by the Lessor with every half-yearly payment of the rent first reserved [thereunder] paid to the Lessor such sum in advance and on account of the Service Charge as the Lessor or its agents shall from time to time specify at its or their discretion to be a fair and reasonable interim payment.

4. The Defendants have failed to pay the service charges, details of which are set out in Schedule 1 and there is now due and owing from the Defendants to the Claimant the sums set out in Schedule 1 payable by way of payment.

NOT TRUE
5.
It is not the same as my lease.

The Claimant attaches to these Particulars of Claim (i) a copy of the Lease of Flat 23 which contains covenants in the same terms as all of the leases and (ii) a Schedule setting out the particulars of the leases and the arrears.

6. The Claimant is seeking interest on the said arrears of service charges pursuant to Section 69 of the County Courts Act 1984 at the rate of 8% per annum for such period as the Court shall deem fit.

AND THE CLAIMANT CLAIMS:

1. Payment of the arrears set out in Schedule 1 in respect of each of the leases.
2. Interest pursuant to statute aforesaid.
3. Costs

Dated **November 2002**

Statement of truth

The Claimant believes that the facts stated in this Claim Form are true.

I am duly authorised by the Claimant to sign this statement.

Full name **JOAN DORGEN HATHAWAY**

Signed *[Signature]* position or office held **Managing Agent**

CPR 22 -
'Managing' agent
CANNOT sign
statement of truth

Name of Claimant's solicitor's firm: **CKFT 25/26 Hampstead High Street London**

NW3 1QA DX: 57567 Hampstead Tel: 020 7317 8716 Fax: 020 7317 8750

Ref:RLS/steel

(x) Defendant #

FROM PARTICULARS of
claim: WL203 537

* [xxx] = Amount for works.

Flat number	Details of Original Lease	Defendant	Arrears of service charges as set out in attached statement
1	Lease date: 27/07/82 Term: 29/09/1979-01/09/2052. Rent: £300-1200 Parties: 1. Banwick Limited 2. [REDACTED]	[REDACTED]	£28,278.15 (1) £27,232.88
3	Lease date: 10/03/86 Term: 29/09/1979-01/09/2052. Rent: £100-1200 Parties: 1. Acrepost Limited 2. Noel Yvonne Sylvie Klosterkotter-Dit-Rowe	Noel Yvonne Sylvie Klosterkotter-Dit-Rowe	£14,987.83 (2) £14,400.19
4	Lease date: 23/07/82 Term: 29/09/1979-01/09/2052. Rent: £200-800 Parties: 1. Banwick Investments Limited 2. [REDACTED]	[REDACTED]	£16,022.74 (3) £15,637.02
10	Lease date: 08/05/81 Term: 29/09/1979-01/09/2052. Rent: £150-600 Parties: 1. Banwick Investments Limited 2. [REDACTED]	[REDACTED]	£7,637.02 (4) £15,637.02
11	Lease date: 01/10/95 Term: 29/09/1979-01/09/2052. Rent: £150-1200 Parties: 1. Acrepost Limited 2. [REDACTED]	[REDACTED]	£6,400.19 (4) £15,637.02
13	Lease date: 27/07/82 Term: 29/09/1979-01/09/2052. Rent: £ Parties:	[REDACTED]	£16,982.56 (5) £15,637.02
15	Lease date: 22/06/81 Term: 29/09/1979-01/09/2052. Rent: £150-600 Parties: 1. Banwick Investments Limited 2. [REDACTED]	[REDACTED]	£8,752.04 (6) £16,807.59

(X) = Defendant #

* [xxx] = Amount for works.

20	Lease date: 09/05/81 Term: 29/09/1979-01/09/2052. Rent: £150-600 Parties: 1. Banwick Investments Limited 2. XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX	XXXXXXXXXXXX	£15,944.47 (7) £15,637.02
22	Lease date: 06/01/95 Term: 29/09/1979-01/09/2052. Rent: £150-1200 Parties: 1. Acrepost Limited 2. XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX XXXXXX	£14,683.33 (8) £14,400.19
23	Lease date: 25/01/95 Term: 29/09/1979-01/09/2052. Rent: £250-1200 Parties: 1. Acrepost Limited 2. XXXXXXXXXXXX	XXXXXXXXXXXX	£15,688.55 (9) £14,400.19
25	Lease date: 25/01/95 Term: 29/09/1979-01/09/2052. Rent: £250-1200 Parties: 1. Acrepost Limited 2. XXXXXXXXXXXX	XXXXXXXXXXXX	£14,683.33 (9) £14,400.19
28	Lease date: 20/01/95 Term: 29/09/1979-01/09/2052. Rent: £ Parties:	XXXXXXXXXXXX	£14,683.33 (9) £14,400.19
32	Lease date: 06/07/81 Term: 29/09/1979-01/09/2052. Rent: £600 rising to £2400. Parties: 1. Banwick Investments Ltd 2. XXXXXXXXXXXXXXXXXXXX Association of XXXXXX Ltd.	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	£65,827.39 (10) £64,467.57
33	Lease date: 06/04/84 Term: 29/09/1979-01/09/2052. Rent: £300 rising to £1200. Parties: 1. Banwick Investments Ltd 2. XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX	£63,222.34 (11) £62,003.28.

CKFT Application Notice

You should provide this information for listing the application

- How do you wish to have your application dealt with
 - at a hearing? } complete all questions below
 - at a telephone conference? }
 - without a hearing? complete Qs 5 and 6 below
- Give a time estimate for the hearing/conference
_ (hours) 30 (mins)
- Is this agreed by all parties? Yes No
- Give dates of any trial period or fixed trial date CMC 26/08/03
- Level of judge District Judge
- Parties to be served 2nd and 5th Defendant

In the WEST LONDON COUNTY COURT Court Division	
Claim no.	<u>WL 203537</u>
Warrant no. (If applicable)	[Warrant No]
Claimant (including ref.)	<u>STEEL SERVICES LIMITED</u> RLS/AS/STEEL
Defendant(s) (including ref.)	<u>2. NOELLE YVONNE SILVIE</u> <u>KLOSTERKOTTER DIT RAWE</u> 5. [REDACTED]
Date	<u>5th August 2003</u>

Note You must complete Parts A and B, and Part C if applicable. Send any relevant fee and the completed application to the court with any draft order, witness statement or other evidence; and sufficient copies for service on each respondent.

Part A

1. Enter your name, firm name, or name of solicitor
We⁽¹⁾ CKFT on behalf of the Claimant Steel Services Limited

2. State clearly what order you are seeking and if possible attach a draft
intend to apply for an Order that⁽²⁾

- There be Judgment for the Claimant against the Second and Fifth Defendants under CPR Part 24.2.
- The Defendants do pay the Claimant's costs of these proceedings

3. Briefly set out why you are seeking the order. Include the material facts on which you rely, identifying any rule or statutory provision
because⁽³⁾

The Claimant believes that the Second and Fifth Defendants have no real prospects of successfully defending the Claim and the Claimant knows of no other compelling reason why the case should be disposed of at Trial.

LIE! See e.g. my site: My Diary 22 Nov 08
Major works
Leasehold Valuation Tribunal
Pridie Brewster
Brian Gale
Martin Russell Jones

Part B

We wish to rely on: *tick one box*

- the attached witness statement my statement of case
- evidence in Part C in support of my application

4. If you are not already a party to the proceedings, you must provide an address for service of documents

Signed



Applicant's Solicitor

Position or office held

Solicitor

(if signing on behalf of firm or company)

Address to which documents about this claim should be sent (including reference if appropriate)⁽⁴⁾

CKFT		if applicable	
25/26 Hampstead High Street		fax no.	0208 317 8751
London	Postcode NW3 1QA	DX no.	57567 Hampstead
Tel. no. 0207 317 8756	Ref. RLS.AS.Steel	e-mail	<u>asalim@ckft.com</u>

The court office at 43 North End Road, West Kensington London W14 8SZ

is open from 10am to 4pm Monday to Friday. When corresponding with the court please address forms or letters to the Court Manager and quote the claim number.

N244 Application Notice (4.00)

Laserform International Limited (E) (4/00)

Part C

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

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

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

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

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

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

Statement of Truth

= BREACH OF CPR PART 22
= CONTEMPT OF COURT

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

Signed [Signature] Applicant's Solicitor

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

Date 6th August 2003

IN THE WEST LONDON COUNTY COURT

Claim No : WL 203537

BETWEEN

STEEL SERVICES LIMITED

Claimant

- and -

AND OTHERS

Defendant

APPENDIX A

LVT/SC/007/120/02

DECISION BY THE RESIDENTIAL PROPERTY TRIBUNAL
SERVICE
ON APPLICATION UNDER SECTION 19(2B) OF THE
LANDLORD AND TENANT ACT 1985, AS AMENDED

Applicant: Steel Services Limited

Respondent: Ms N K-Dit Rawé

Re: Flats 1-35 Jefferson House, 11 Basil Street, London, SW3 1AX.

Application date: 2nd September 2002

Hearing dates: 5th February, 13th and 14th March, and 28th April 2003

Appearances:

Mr M Warwick,	of Counsel
Ms J Hathaway BSc MRICS,	Martin Russell Jones
Mr B Gale MRICS,	Brian Gale Associates
Mr M Jones MCI Bsc CNG,	Michael Jones Associates
	For the Applicant
Mr P Staddon,	of Counsel
Mr T Brock MRICS,	LSM Partners
Ms K-Dit-Rawé,	Flat 3
Ms C Tuplin	Trainee Solicitor, Oliver Fisher
	For the Respondent

Members of the Residential Property Tribunal Service:

Mrs J Goulden JP
Mr J Humphrys FRICS
Dr A Fox BSc PhD MCI Arb

IN THE WEST LONDON COUNTY COURT

Claim No : WL 203537

BETWEEN

STEEL SERVICES LIMITED

Claimant

- and -

AND OTHERS

Defendant

APPENDIX B

MARTIN RUSSELL JONES

CHARTERED SURVEYORS

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

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

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

MAJOR WORKS APPORTIONMENT 24TH JUNE 2002

REVISED

APPORTIONMENTS

KILBY & GAYFORD INC VAT 502,831.26

FEES INC VAT 55,311.44

558,142.70

* Outstanding at 24th June 2003

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

* Given at 24 June 2003 County Court hearing.

MARTIN RUSSELL JONES

CHARTERED SURVEYORS

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

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

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

MAJOR WORKS APPORTIONMENT 24TH JUNE 2002
REVISED

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

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

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

27,732.88

14,400.19

15,637.02

15,637.02

14,400.19

15,637.02

16,807.59

15,637.02

Given by Mr Silverstone of
CK FT at the 26 August 2003
West London County Court
hearing

MARTIN RUSSELL JONES

CHARTERED SURVEYORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MARTIN RUSSELL JONES

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

CHARTERED SURVEYORS

Management Department
Telephone: 020 - 8202 3858
Fax: No: 020 - 8202 9513
e.mail: management@m-r-j.co.uk

To all flat owners

Jefferson House
Basil Street
London SW3

18

Ref: JH/MAN

15th July 2002

Dear Flat Owner

Jefferson House, Basil Street, London SW3

Further to the inspection carried out by Brian Gale Associates and the specification produced from the report we would inform you that the tenders have now been returned for the works.

In accordance with the requirements of the Landlord and Tenant Act 1985, as amended, we list below the tenders received for the works involved:

Killby and Gayford	£564,467.00 plus VAT
MJ Geeson Group Plc	£680,346.70 plus VAT
C.I.C. Contractors Ltd	£769,894.60 plus VAT

The Act provides that you have the right to make observations on these proposals, and they should be sent, **in writing**, to this office and must reach us by **Monday 19th August 2002**. Subject to any observations which we may receive, it is the **intention of Steele Services to instruct Killby and Gayford to carry out the work.**

Photocopies of the estimates are enclosed with this notice. A copy of the Specification is available for inspection in the Porter's room or in our office.

In addition to the cost of the works, there are **professional fees** for **administering the contract** at the agreed rate of **11%** of the net cost of the work plus VAT.

We have to state that the sum quoted may be exceeded due either to subsequent changes in the specification or to problems encountered while the works are in progress. Should any of these changes prove substantial you will be advised accordingly. It is intended to maintain the existing Reserve Fund, in part, to cover any additional costs.

Finally, as in all such works we strongly recommend that you inform your contents insurers of the proposed works as soon as a starting date and duration are known and you have been informed. It is anticipated that the work will commence at the beginning of October, but we will confirm this nearer the time.

18

The total cost of the work is as follows:


Messrs Killby and Gayford	£564,467.00
VAT @ 17½%	£ 98,781.73
Professional fees @ 11%	£ 62,091.37
VAT @17 ½%	£ 10,865.99

	£736,206.09

In accordance with the terms of your lease you are obliged to pay the amount attributable to your flat as detailed in the enclosed demand.

We trust that the above is self-explanatory but if you have any queries please do not hesitate to contact us.

Yours sincerely



JOAN HATHAWAY BSc MRICS
for **MARTIN RUSSELL JONES**



KILLBY & GAYFORD
LIMITED

18

Our ref:- TWW/BGP/21556/jdm

2nd July 2002

Brian Gale & Associates

Marcus House
8 West Street
Reigate
Surrey
RH2 9BS

30 Radford Way,
Billericay,
Essex CM12 0DA
Tel no: 01277 655921
Fax no: 01277 727142
E-mail: billericay@killbygayford.co.uk

For the Attention of Mr P Dyer

Dear Sirs

THIS WAS THE ONLY
INFORMATION SUPPLIED
WITH THE DEMAND

Jefferson House, Basil Street, London SW3

Further to our recent discussions, we now confirm that our prices for carrying out the works to the above as your specification is £564,467.00 excluding VAT.

We bring to your attention that if the works are delayed by 3 months, then the increased cost will be 3% on the Tender Sum and if delayed by 6 months, an increase of 6% will apply.

Yours faithfully
For and on behalf of
KILLBY & GAYFORD LIMITED


T W Warton
DEPUTY REGIONAL MANAGING DIRECTOR

RECEIVED
3 - JUL 2002

Address of the property **JEFFERSON HOUSE**
11 BASIL STREET
LONDON SW3 1AX

21

On which aspect of the service do you require a determination? (1)
 Complete the box below as appropriate, indicating the year to which the charges relate.

		Year
(a) costs to be incurred	<input checked="" type="checkbox"/>	2002
(b) standards and specification of works/services	<input checked="" type="checkbox"/>	2002
(c) amount payable before costs incurred	<input type="checkbox"/>	

Applicant (2) Name **STEEL SERVICES LTD**
 Address **C/O MARTIN RUSSELL JONES**
5 WATFORD WAY
HENDON, LONDON NW4 3JL

Applicant's representative (if any) Name **MARTIN RUSSELL JONES**
 Address **5 WATFORD WAY**
HENDON LONDON NW4 3JL
 Occupation **CHARTERED SURVEYORS.**

Where there is a recognised tenants' association (3) Secretary's name
 Address

(The above fields are crossed out with a diagonal line)

- A statement of the reasons why you consider the costs, standards or amounts to be reasonable enclosed
- and the evidence, including any reports or other documents which you want the tribunal to consider in support of your case
- A copy of any notification of future charges showing the date when the charges will, or may be, due for payment
- A statement showing how the service charge is made up:
- the individual items, or estimated items, included
- a breakdown of costs of each item to show how the service charge is calculated

Jefferson House
Statement of Reasonableness

A report on the condition of the building was carried out by Chartered Building Surveyors, Brian Gale and Associates a copy of which is enclosed.

The building is over 100 years old and although there has been routine maintenance at the building many of its components are coming to the end of their life.

Following the report a specification was prepared and placed out for competitive tender.

Three tenders were received and our client has decided to ask the lowest tendered to undertake the work.

The company concerned, Messrs Killby & Gayford have undertaken many such projects of refurbishment and have produced high standards of workmanship.

Our client, Steel Services, considers the works to be undertaken as essential to maintain a building of this age in this location and that the price received from the contractor is reasonable.

Steele Services Ltd

Jefferson House, 11 Basil Street, London SW3

Flat	Percentage
1	3.767
2	1.956
3	1.956
4	2.124
5	1.780
6	1.780
7	2.283
8	2.124
9	2.124
10	2.124
11	1.956
12	2.124
13	2.124
14	1.956
15	2.283
16	2.283
17	2.187
18	2.283
19	2.124
20	2.124
21	2.124
22	1.956
23	1.956
24	1.956
25	1.956
26	2.283
27	1.956
28	1.956
29	2.124
30	2.124
31	2.124
32	8.757
33	8.422
34	9.252
35	7.592

	100.00%

DECISION BY THE RESIDENTIAL PROPERTY TRIBUNAL
SERVICE
ON APPLICATION UNDER SECTION 19(2B) OF THE
LANDLORD AND TENANT ACT 1985, AS AMENDED

Applicant: Steel Services Limited

Respondent: Ms N K-Dit Rawé

Re: Flats 1-35 Jefferson House, 11 Basil Street, London, SW3 1AX.

Application date: 2nd September 2002

Hearing dates: 5th February, 13th and 14th March, and 28th April 2003

Appearances: Mr M Warwick, of Counsel
Ms J Hathaway BSc MRICS, Martin Russell Jones
Mr B Gale MRICS, Brian Gale Associates
Mr M Jones MCI Bsc CNG, Michael Jones Associates
For the Applicant

Mr P Staddon, of Counsel
Mr T Brock MRICS, LSM Partners
Ms K-Dit-Rawé, Flat 3
Ms C Tuplin, Trainee Solicitor, Oliver Fisher
For the Respondent

Members of the Residential Property Tribunal Service:

Mrs J Goulden JP
Mr J Humphrys FRICS
Dr A Fox BSc PhD MCLArb

WHAT??????

Who dictated this to the tribunal - including placing it prominently on the first page?

It writes this in spite of: (1) its findings (2) its subsequent statement (point 64) that I was "within my rights to challenge the application"

It also conveniently overlooks the fact that IT took nearly a year to get to this stage (it received the application early August 2002)

It waited more than two months to inform "some" leaseholders of the application

It ignored non-compliance of its 29 October 2002 directions by Martin Russell Jones and consequently refused my request for a postponement of the 5 February 2003 hearing - not expecting that I would turn-up with an 'army' of advisers - forcing it to schedule subsequent hearings

After the last hearing, it took two months to issue its report

PROPERTY: FLATS 1-35 JEFFERSON HOUSE, 11 BASIL STREET, LONDON, SW3

1. The Tribunal was dealing with an application to determine the reasonableness of a service charge to be incurred under Section 19 (2B) of the Landlord and Tenant Act 1985, as amended (hereinafter called "the Act").

2. The application concerns major works set out in a specification prepared by Brian Gale Associates and priced by Killby & Gayford. Since the Hearing of the application has been delayed, due to the adjournment which had been requested by the Respondent, the price (originally £564,467) has been increased to £592,762.68 or £600,904.12 from 30 June 2003 to 30 September 2003.

HOW COME THAT THE TRIBUNAL MAKES THIS CATEGORICAL STATEMENT?
It signed its report TWO WEEKS PREVIOUSLY on 17 June 2003.

3. The Respondent's lease of Flat 3 Jefferson House (hereinafter called "the lease") is dated 10 March 1986 and is made between Acrepost Limited of the one part and the Respondent of the other part and is for a term terminating on 1 September 2052 at the rents and subject to the conditions therein contained. The tenant's obligations to pay the service charge are contained in Clause 2(2), and the landlord's covenants are contained in Clause 5 of the lease. The landlord's expenses and outgoings and other heads of expenditure of which the tenant is to pay a proportionate part by way of service charge is set out in the Fourth Schedule to the lease.

INSPECTION

4. The Tribunal's inspection of Jefferson House, 11 Basil Street, London SW3 (hereinafter called "the subject property") took place on the morning of 5 February 2003 in the presence of Ms J Hathaway and Mr B Martin, both of Martin Russell Jones, the managing agents, Mr B Gayle and Mr P Moyle, both of Brian Gayle Associates, Chartered Surveyors and Mr A Ladsky, the owner of Flats 34 and 35.

5. The subject property was a six storey, including basement, terrace of converted houses c 1880 in a very busy and heavily parked road in Knightsbridge, opposite a hotel and very close to Harrods. Construction was of brick exterior with a mixture of casement and sash windows. There was a mansard roof on the fifth floor.

6. From the Tribunal's limited external inspection at ground level to the front and rear, the subject property was in a fair state of repair, but appeared to be progressively worse at the third, fourth and fifth floors.

7. There were 35 flats in the building. A small lift served the ground and upper floors. The entrance had an entryphone. There was a day porter.

8. The common parts were carpeted and heated. There were staircases at either end with links between the two on two of the floors. The common parts were tidy, but the decorations and fittings were tired and dated, particularly having regard to the high value of the flats in the building.