

District Judge Wright  
West London County Court  
43 North End Road  
West Kensington  
London W14 8SZ

Ms N K-Dit-Rawé  
3 Jefferson House  
11 Basil Street  
London SW3 1AX  
Tel:

**(Recorded delivery)**

15 July 2003

Dear Madam

**Your Ref: Claimant No WL203 537 - Steel Services Limited**

**Request for assistance by your Court**

**1. Steel Services - Martin Russell Jones are not complying with the decision of the Leasehold Valuation Tribunal (LVT)**

At the case management hearing on 24 June 2003, Mr Silverstone of Cawdery Kaye Fireman & Taylor (CKFT) handed me and your Court a revised amount for the major works, from £14,400.19 to £10,917.27, representing a **24.18% reduction**<sup>1</sup>. They are clearly expecting me to pay this amount now.

I disagree with this amount on the basis that my surveyor assesses the 17 June 2003 LVT decision as follows:

- 1) they have disallowed **£132,858.00** on the basis that the items were either unreasonable, or improvements and thus, under the terms of the lease, could not be charged to the lessees. This amount represents **23.54% of the original sum demanded.**

As stated in the last paragraph of the LVT's decision: "...the Respondent and other tenants could not be forced to contribute in the case of improvements and/or works not determined as reasonable by the Tribunal..."

- 2) for some other items, amounting in total to **£144,745.87** they have stated that they could not make a decision as the specifications were insufficient. (Hence specifications for these items need to be re-drawn and should be re-tendered). This sum represents **25.64% of the original sum demanded**, bringing the total so far to **50.82%** of the original sum demanded.
- 3) they have stated that the current reserve fund of **£141,977.00** should be used as contribution towards the major costs as this is the purpose of such fund. To quote the LVT: (point 63 of their decision): "*The wording of the clause relating to the contingency or reserve fund in the lease is unambiguous. It refers to costs, expenses and outgoings "not being of an annually recurring nature" and, as such surely envisages the type of works proposed at the subject property... the Tribunal considers it inequitable that this fund should not be used in part to fund the works*". Allowing the full amount means that **at least a further 20% should be deducted from the sum demanded.**

Hence, by reducing the amount by a mere 24.18%, Steel Services - Martin Russell Jones fall very short of implementing the LVT decision.

As this revised amount was given to me without any supporting evidence of the basis by which it was arrived at - and none has been provided since - on 6 July I wrote to Martin Russell Jones explaining that I disagreed with the amount for the reasons listed above, and asked for the basis of their calculations<sup>2</sup>. I gave them until yesterday to reply. They have not.

I find it extraordinary that with all that has been exposed during the action through the LVT, Steel Services and Martin Russell Jones are, to this day, still attempting to demand money that is not due and payable.

<sup>1</sup> Revised amount from Martin Russell Jones, dated 24 June 2003

<sup>2</sup> My letter to Martin Russell Jones of 6 July 2003

Using intimidation tactics they appear to have succeeded in getting some residents to pay the full amount originally demanded for the major works. Resisting these tactics has, for me, been a harrowing, very traumatic and very costly experience over the last two years but, I will maintain my position: I will only pay my share of the major works that is fair and reasonable and in compliance with the terms of the lease. In this context, I accept the decision of the LVT.

*I would therefore be most grateful for your assistance in compelling Steel Services and Martin Russell Jones to comply with the LVT's decision.*

**2. Martin Russell Jones are also ignoring my request for proof of the money they are demanding of me for electricity standing charges.**

In their claim through your Court, Steel Services - Martin Russell are also demanding that I pay the standing charge for electricity over the last three years.

As I have explained in my defence to your Court in December 2002, I want proof that I do indeed owe these amounts. Based on what London Electricity told me in 2000 I do not believe that what is demanded of me is the correct amount.

Over the last three years I have been challenging Martin Russell Jones over these amounts. In fact, a total of *ten times*. These include five times this year when I have asked them to prove their claim that "...this is what London Electricity is charging..." by sending me copies of London Electricity invoices.<sup>3</sup> I, yet again, reiterated this request in my 6 July 2003 letter. As with my other requests, Martin Russell Jones are ignoring this request.

In their 21 October 2002 letter to me, CKFT describe the amount I am disputing "as very modest"<sup>4</sup>. As I am now bound to conclude from their reluctance to provide me with evidence that they have indeed been overcharging me - over a period of many years - this may represent a significant amount. While the amount of overcharging is obviously not on the scale of what they were trying to get from me for the major works, I nonetheless apply the same principle: what I truly owe, I pay. What I do not truly owe, I will not pay.

I have an impeccable track-record and these people are dragging my name through the courts by making false claims against me. This is defamation of my name and of my character.

**3. Martin Russell Jones are also ignoring my request for electricity invoices**

In the same claim through your Court, Martin Russell Jones are also demanding that I pay electricity invoices that I have not received. Likewise, on many occasions I have requested that they send me these invoices. And, likewise, I am still waiting for these.

*Hence, as with the other elements of the claim filed by Steel Services - Martin Russell Jones in your Court, I would be most grateful for your assistance in compelling the claimants to comply with my legitimate requests.*

Yours faithfully

N K-Dit-Rawé

cc. Mr Silverstone, CKFT  
Ms J. Hathaway, Martin Russell Jones  
(Both sent recorded delivery)

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<sup>3</sup> My letters to Martin Russell Jones of: 22 March 2003, 15 April 2003, 15 May 2003, 1 June 2003, 6 July 2003

<sup>4</sup> Letter from CKFT dated 21 October 2002

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write details of where your item is going

Name: Nigel Page Wren

Building name or number, and street: 111 London Avenue, A5 Motor End Road, A5 Motor

Postcode or town/village: W14 8SZ

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stick label to front top left of package

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