

On Tue, 6 Sep 2022 at 18:09, Katetina <katerina@kgplondon.com> wrote:

Dear Stan,

Hope you are well and had a very good summer.

I want to ask for your advice and consultation in regards of lease agreement you did for me for property at 14-16 Carroun road.

Please let me know what time will be convenient for you.

Thank you in advance,

Kind regards

Katerina

On Tue, 6 Sep 2022 at 18:09, Stan Harris <Stan.Harris@buckles-law.co.uk> wrote:

I am on annual leave for the rest of the week with limited/no access to e mails. If there is anything urgent that cannot wait my return please contact my PA Deveena Pithia ondeveena.pithia@buckles-law.co.uk .

On 27 Sep 2022 at 09:31, Katetina <katerina@kgplondon.com> wrote:

From: Katerina <katerina@kgplondon.com>

Sent: 27 September 2022 09:31

To: Stan Harris <Stan.Harris@buckles-law.co.uk>

Subject: Consultation

Dear Stan, I hope you are well.

I want to ask for your consultation in regards of lease agreement you did for me years ago for the property at 14-16 Carroun road. I have the lease in place, but I want to clarify few things about financial responsibilities of landlord, property renovation and ground rent.

Please let me know what time will be convenient for you.

Thank you in advance,

Kind regards

Katerina

On Wed, 28 Sep 2022 at 08:59, Stan Harris <Stan.Harris@buckles-law.co.uk> wrote:

Hi Katerina

I am not due to come to the office this week but anticipate being in sometime next week. Happy to arrange a Teams meeting this Friday as long as I can have access to a copy of the lease.

More difficult now as I don't have automatic access to old Lyndales files.

Let Deveena and I know what suits you.

Kind Regards

On 28 Sep 2022 at 12:17, Katetina <katerina@kgplondon.com> wrote:

From: Katerina <katerina@kgplondon.com>

Date: 28 September 2022 at 12:17:12 BST

To: Stan Harris <Stan.Harris@buckles-law.co.uk>

Subject: Re: Consultation

Hi Stan,

Thank you very much for getting back to me. We haven't been in touch for so long. It's really nice to hear from you.

Maybe we can arrange online meeting or a call, if it suits you better. I am available any day next week apart of Thursday.

I will scan the lease and send it to you in the next few hours in separate email.

Let me briefly address the matter. According to the lease agreement, KG Project (my company) is a landlord of the wholesale building. I sold the flat on 2 nd and 3 rd floor to Tenant, who has sold that flat to another person New Tenant. The new Tenant made a renovation of the roof, without my consent and want me to pay him back his expenses which according to his understanding of the lease agreement is my financial responsibility. Also he demands external renovation of the property on my expense (according of his understanding of the lease it's full Landlord's financial responsibility as well).

The ground rent is 250 gbp per year which is definitely not covering anything.

So before getting into discussions with the "new tenant ". I want to get full understanding of the lease and possible ways to make this lease work in my interests.

Thank you very much for your constant attention and help.

Looking forward to hearing from you.

Best wishes

Katerina

On Wed, 28 Sep 2022 at 13:34, Katerina <katerina@kgplondon.com> wrote:

Good afternoon,

As discussed in the previous email, please find attached the Lease Agreement for property 14-16 Carroun Road.

I compressed it into zip. Please let me know if there are any problems opening the attachment. If yes, I will send it page by page in pdf. format.

Kind regards,

Mrs Katerina Perepech /Director/

KG PROJECT LTD

On 03 Oct 2022 at 11:03, Katerina <katerina@kgplondon.com> wrote:

From: Katerina <katerina@kgplondon.com>

Sent: 03 October 2022 11:03

To: Stan Harris <Stan.Harris@buckles-law.co.uk>

Subject: Re: Lease agreement relating flat 14, 14-16 Carroun Road, SW8 1JT

Good morning Stan,

I hope you had a good weekend. I emailed Deveena last week to arrange a meeting, but she is on her annual leave. So I decided to contact you directly. Please let me know what time this week will be good for you. We can do meeting online or meet in person. Please let me know.

Looking forward to hearing from you,

Best wishes
Katerina

On 3 Oct 2022 at 12:10, Stan Harris <Stan.Harris@buckles-law.co.uk> wrote:

From: Stan Harris <Stan.Harris@buckles-law.co.uk>

Date: 3 October 2022 at 12:10:00 BST

To: Katerina <katerina@kgplondon.com>

Cc: Deveena Pithia <Deveena.Pithia@buckles-law.co.uk>

Subject: RE: Lease agreement relating flat 14, 14-16 Carroun Road, SW8 1JT

Hi Katerina

Many thanks for your e mail.

Can you send the ZIP file again?

If I could have this today and can open it I could do a Teams meet on line around 12 tomorrow.

I am in the office on Thursday so we could meet face to face if you prefer but I only have two slots- at 10-30 or 11-00.

I await the lease.

Many thanks

On Mon, Oct 3, 2022 at 5:22 PM Stan Harris <Stan.Harris@buckles-law.co.uk> wrote:

Hi Katerina

ZIP file safely received.

Can we do this Friday morning at say 10-00 am?. I'll set up a TEAMS meeting and send you an invite.

Best Wishes

Stan

On 03 Oct 2022 at 18:50, Katerina <katerina@kgplondon.com> wrote:

From: Katerina <katerina@kgplondon.com>

Sent: 03 October 2022 18:50

To: Stan Harris <Stan.Harris@buckles-law.co.uk>

Subject: Re: Lease agreement relating Carroun Road

Thank you very much Stan. Friday 10 AM is perfect. Looking forward for meeting invite.

Have a good evening,

Best wishes

Katerina

Between Oct 22 and Feb 23 Stan Harris was changing the company he was working for from Buckles Law to SA Law.

On Fri, 17 Feb 2023 at 10:10, Stan Harris <Stan.Harris@salaw.com> wrote:

Hi Katerina

Trust you are well. So that I can get you on board as a Client could you scan and forward to me a copy of your passport and either your driving licence or a current utility bill.
I will then get you on board and we can get this matter underway.

Best wishes

Stan.

Stan Harris

Consultant

On 22 February 2023 at 17:08, Katerina <katerina@kgplondon.com> wrote:

From: Katerina <katerina@kgplondon.com>

Date: 22 February 2023 at 17:08:36 GMT

To: Stan Harris <Stan.Harris@salaw.com>

Subject: Re: KG Projects Limited

Hi Stan

I have forgotten to attach my passport to the previous email. Please find a copy below.

Best wishes

Katerina

On Thu, Mar 9, 2023 at 12:45 PM Stan Harris <Stan.Harris@salaw.com> wrote:

Hi Katerina

Further to our recent emails and exchange of texts please find attached our terms and conditions which sets out our fees and what is included in our estimate of costs. Please read this through carefully .

As a new Client we have also requested £200 On account of our fees and disbursements. I am also attaching this firm's client account details.

If you are happy to proceed can you forward to me any relevant emails , relevant dates, the work that the adjoining owner undertook without your agreement and what we need to be able to answer fully the points raised.

Kind Regards

Stan

Stan Harris

Consultant

On 13 March 2023 at 10:29, Katerina <katerina@kgplondon.com> wrote:

From: Katerina <katerina@kgplondon.com>

Date: 13 March 2023 at 10:29:50 GMT

To: Stan Harris <Stan.Harris@salaw.com>

Subject: Re: 12-14 Carroun Road [SALAW-LIVE.FID1837253]

Hi Stan,

Hope you had a good weekend. I read the Agreement it all looks good. I am ready to proceed.

Please send me an invoice for 200 GBP, and I will arrange the payment.

I will attach all the relevant to my matters documents to the next email.

Thank you
Kind regards,
Mrs Katerina Perepech /Director/

On 13 March 2023 at 11:45, Katerina <katerina@kgplondon.com> wrote:

From: Katerina <katerina@kgplondon.com>
Sent: Monday, March 13, 2023 11:45 AM
To: Stan Harris <Stan.Harris@salaw.com>
Subject: Invoice, Guarantee and Bank Statement

Dear Stan

Please see the accompanying documents. The contractor's invoice and guarantee for the roof repair work and the bank statement with highlighted payment. The bank statement from Albert Sarpong's account shows that he transferred the same amount as was specified in the invoice to an unidentified third party, which he claims to be related to main contractor.

Kind regards,

Mrs Katerina Perepech /Director/
KG PROJECT LTD

On Fri, 17 Mar 2023 at 17:10, Stan Harris <Stan.Harris@salaw.com> wrote:

Hi Katerina

Just to acknowledge all of the e mails and thanks for sharing this.

First, we need to look at the lease -as I recall you don't have a lease on the ground floor. There is only one lease.

Second once we have advised you on the terms of the lease and who is responsible for what in the building, We will address the e mails and draft an appropriate response for your approval.

I see in one of your early emails last year you mentioned that you could not do the works because the freeholder , KGP , did not have the funds. I am sure you appreciate that that is not a reason for not paying what ultimately is your fair share of works which you are obliged t do under the terms of the lease.

My colleague Emily will be assisting me.

Have a great weekend.

Best Wishes

Stan

On 17 March 2023 at 18:39, Katerina <katerina@kgplondon.com> wrote:

From: Katerina <katerina@kgplondon.com>
Date: 17 March 2023 at 18:39:43 GMT
To: Stan Harris <Stan.Harris@salaw.com>
Subject: Re: Invoice, Guarantee and Bank Statement [SALAW-LIVE.FID1837253]

Dear Stan,

Thank you very much for your email. I am really looking forward to working with you and your new firm.

I just want to clarify my words about the lack of funds for renovation.

The tenant (Alber Sarpong) has spoken with me during COVID times about plans to replace the existing windows with new triple glazed models and other possible improvements. I have politely rejected his ideas as my tenants from ground floor were happy with their windows and I didn't see any necessity for those changes.

KG Project had difficulties with cashflow during COVID and we didn't plan any major works for 2021 and 2022. So I used this words to stress that we are not eager to proceed with any unnecessary improvements.

KG Project is willing to pay it's fair share of required expenses and to cover essential works which need to be performed, and find right cost effective solutions, but KG Project is not willing to take on extra unnecessary works and incur additional unnecessary expenses.

I am looking forward for your advice on terms of the lease and obligations of KG Project. Clear understanding of who is responsible for what will help to avoid confusion in future.

Looking forward to hearing from you.

Have a very good weekend

Best regards

Katerina

On Mon, Mar 20, 2023 at 11:21 AM Stan Harris <Stan.Harris@salaw.com> wrote:

Hi Katerina

Thanks for your email which sets out precisely the nature of the dispute. Very helpful.

So we will look at the lease terms and determine who is responsible for what and how that responsibility is paid for. You might even need to get a surveyor involved. Although that might be an extra expense.

If you could arrange to forward the £200 on account that would be helpful.

When we bill you this sum will be credited. You have my assurance.

Best Wishes

Stan

On 31 March 2023 at 11:46, Katerina <katerina@kgplondon.com> wrote:

From: Katerina <katerina@kgplondon.com>

Sent: Friday, March 31, 2023 11:46 AM

To: Stan Harris <Stan.Harris@salaw.com>

Subject: Re: Invoice, Guarantee and Bank Statement [SALAW-LIVE.FID1837253]

Dear Stan,

I am writing to confirm that I have arranged the payment of Sa Law LLC's fees of 200 GBP. The reference is my company's name (KGProject). Please find the transfer confirmation attached.

I also want to draw your attention to the fact that the company's name was spelled incorrectly in your paperwork; it is actually KG Project Ltd. Please fix it to make sure that we use the right details in the future.

I'm sorry for the delay in transferring the fees. I'm hoping that everything is in order at this point so that you may proceed with my case.

Please let me know if you need any additional information.

Looking forward to hearing from you

Best regards

Katerina.

Kind regards,

Mrs Katerina Perepech /Director/
KG PROJECT LTD

On 18 April 2023 at 8:31, Katerina <katerina@kgplondon.com> wrote:

From: Katerina <katerina@kgplondon.com>

Sent: Tuesday, April 18, 2023 8:31 AM

To: Stan Harris <Stan.Harris@salaw.com>

Subject: Re: Invoice, Guarantee and Bank Statement [SALAW-LIVE.FID1837253]

Dear Stan,

Hope you are doing well. Please let me know if you have any questions or progress in regards of my matter.

Thank you very much in advance

Best wishes

Katerina

On Tue, 18 Apr 2023 at 19:31, Stan Harris <Stan.Harris@salaw.com> wrote:

Hi Katerina

Thanks for your email. We have had a look at this, and a detailed advice should be coming to you later this week.

I have dictated this advice but as you will shortly see I am on annual leave from today and back in the office on the 28th April.

I have suggested , once you get the advice, we have a team meeting to discuss how we move forward.

Kind Regards

Stan

On 8 May 2023 at 10:31 AM, Katerina <katerina@kgplondon.com> wrote:

From: Katerina <katerina@kgplondon.com>

Sent: Monday, May 8, 2023 10:31 AM

To: Stan Harris <Stan.Harris@salaw.com>

Subject: Re: Invoice, Guarantee and Bank Statement [SALAW-LIVE.FID1837253]

Hi Stan,

I hope everything is going well, and you had a fantastic annual leave.

I had been waiting for the detailed advice you mentioned in your last email since our last conversation in mid-April. But I haven't heard from your office and haven't received any updates on my case.

Could we possibly schedule a meeting or phone call and proceed with my case?

Thank you very much in advance.

Looking forward to hearing from you.

Kind regards

On Tue, 9 May 2023 at 16:44, Stan Harris <Stan.Harris@salaw.com> wrote:

Dear Katerina

Apologies for the delay but please have a read of this email and then we can either have a call or a Teams meeting which I could do possibly this Thursday or Friday.

I have now had an opportunity with one of my more experienced colleagues of looking at the lease and the various emails that came in from your troublesome leaseholder upstairs.

I have also looked at the emails that you sent through and in particular I am basing this advice on the initial email and the first you knew of it being the email dated 2 March 2022. If that is incorrect, then some of the assumptions in this advice need to be reviewed.

We have to begin with the terms of the existing lease and the leaseholder's responsibility.

It is clear from the terms of the lease and in particular the definitions on page 8 of the lease that the main structure of the building which includes the roof, the foundations, the external walls, and main structural walls are "the Retained Parts". The Retained parts are the Landlord's responsibility to maintain and look after so this does fall on your Company's responsibility.

What has happened is clearly unfortunate. If there was absolutely no communication with your tenant and no complaint prior to that email of 3 March, then whilst it is possibly correct that the tenant has overstepped his obligations in taking this job on without requiring you to do it, this boils down to what are you going to do about it and whether it is worth getting into any legal fight with this leaseholder.

I see that in the email of 2 March the leaseholder sent you a zip file showing photographs of the roof before and after the repairs were done. Of course, you have not had an opportunity to have this independently verified and on the face of it, the leaseholder has not necessarily got the repairs done for the best possible price. However, the repairs have been done and the question is can you challenge it? Clearly, it is the company's obligation to fix the roof as mentioned above.

What is quite interesting is that in one of the emails your leaseholder refers to the fact that he bought the property in 2016 and even then, the roof was in poor condition. I am a little wary of this statement because if you are buying a property where there is clearly a problem, you would

surely raise it with the seller, your previous leaseholder who in turn would have probably contacted you to get the works done as it would have held up the sale. I understand that you had no such communication.

You were never contacted in 2016 or indeed at any time prior to February 2022 by which time Solar Roofing Limited had been contracted to undertake the works without giving you any opportunity to do these works yourselves.

That brings me to the next point which is really to question whether the amount that the leaseholder is claiming back from you is reasonable. Were other quotations obtained for getting these roof repairs done and if not, why was the contractor that provided the certificate and undertook the work chosen?

That brings us on to the other curious point here which is that there has been no proof of payment to Solar Roofing Limited. Who is JS Whitbread and what is his connection? That gives you at least a reason for not reimbursing the leaseholder because he has not yet provided any proof that the roofer himself has been paid.

Having said all of that, your legal position is quite difficult. The amount that you are fighting over and the costs of getting into a legal battle simply do not justify getting too much into an argument. You somehow need to settle this quickly and reasonably and get the thing to a stage where even if you are not particularly happy with the outcome you can at least stop this from becoming an expensive and festering problem that will probably only get worse.

The usual and legal way in which this should have proceeded would have been that you as the freeholder would have got two or three quotes and you would have then sent what is called a Section 20 Consultation Notice to the leaseholder which would have given the leaseholder, Mr Sarpong, the opportunity of discussing with you the three quotes and eventually one of them would have been chosen and 50% of that cost would have clearly been payable by your leaseholder. As I mentioned above, if you are on notice to get these things done and had not dealt with them in a timely manner, then you would be on weak ground in resisting possibly the whole of this request for payment.

So, a tricky situation. My advice is that we have the suggested team meeting to discuss this. Do not pay anything until we have had that discussion. If you could in the meantime find out who JS Whitbread is and why a payment to him is proof that your leaseholder has actually paid off the roofer that undertook the works. Also ask him about how he chose Solar Roofing and whether he got various alternative quotes.

I await to hear from you.

Thank you in anticipation.

Kind regards

Yours sincerely

On 10 May 2023 at 6:33 AM, Katerina <katerina@kgplondon.com> wrote:

From: Katerina <katerina@kgplondon.com>

Sent: Wednesday, May 10, 2023 6:33 AM

To: Stan Harris <Stan.Harris@salaw.com>

Cc: Emily Cross <Emily.Cross@salaw.com>

Subject: Re: Invoice, Guarantee and Bank Statement [SALAW-LIVE.FID1837253]

Dear Stan,

Thank you very much for your email. Could we schedule a Team meeting for Thursday?

Please let me know what time works best for you.

In the meantime, I'll contact Al Sarpong and ask him the questions you've raised. Is it okay if I give him your email address? And also inform him that you are actively pursuing this situation on my behalf.

Thank you very much.

Best wishes

Katerina

On Wed, 10 May 2023 at 15:22, Stan Harris <Stan.Harris@salaw.com> wrote:

Hi Katerina

Many thanks for your email below. I was really hoping to do something in the morning if possible as there is a strong possibility of me having to go into town tomorrow afternoon.

I see that you wanted 2-30-3-00 but there is a good chance I won't be able to make that time.

Could you do 9-30-10-00 or if it assists a bit later.

On Friday I can do the same time and also in the afternoon between 2-00 and 4-00pm.

Let me know what suits you best and I'll set up the Teams meeting.

Best Wishes

Stan

On 10 May 2023 at 3:31PM, Katerina <katerina@kgplondon.com> wrote:

From: Katerina <katerina@kgplondon.com>

Sent: Wednesday, May 10, 2023 3:31 PM

To: Stan Harris <Stan.Harris@salaw.com>

Subject: Re: Invoice, Guarantee and Bank Statement [SALAW-LIVE.FID1837253]

Hi Stan,

Let me confirm 10 AM tomorrow, this time is perfect for me.

Could you please approve the draft of the email to Al Sarpong. Please let me know if you want to add any other questions. I will send it asap and probably will have additional information by tomorrow.

" Dear Al,

I am writing to let you know that the KG Project's solicitor is now in contact with me but before advising me fully has asked me to ask you the following questions.

1. Was "Solar Roofing" the only contractor with whom you got a quote and if they were the only contractor how did you chose them?

2. Who is JS Whitbread.

3. Why did you highlight this payment when I asked you for evidence that Solar had been paid? "

I look forward to hearing from you

On Fri, 12 May 2023 at 16:52, Stan Harris <Stan.Harris@salaw.com> wrote:

Hi Katerina

Thanks for your email and I note the replies given by Mr. Sarong.

Please find attached draft letters as we discussed. They are sent subject to our comments and Emily and I will look at this next week.

Let me know what you think-not only about content but also tone!

And also-give some thought as to the amount you might be prepared to offer Mr. Sartong.

I'll let you have a note of my firm's charges next week as we must be near or a little over the original estimate.

Kind Regards

Stan Harris

Consultant

Our Ref: SH CC 407518-1

Your Ref:

Date: 12 May 2023

Mr Albert Sarpong
First Floor Flat
14 Carroun Road
London
SW8

**WITHOUT PREJUDICE
SAVE AS TO COSTS**

Dear Mr Sarpong

Re: Your Flat & KG Projects Ltd (the “Landlord”)

My client does not want to continue to argue about the very expensive and in our client’s view totally unnecessary repairs that were undertaken to the roof but is prepared to offer £XXXXXX in full and final settlement of any claims that you have in relation to the roof and the certificate provided by Solar Roofing Ltd.

My client hopes that this will bring an end to the matter and as she has asked for this matter to be dealt with in good faith, we have been put in funds for this sum so that you can be assured of payment.

Yours sincerely

Stan Harris
Consultant
Corporate Department
SA Law LLP
Mobile: +44 (0) 7879 816050
DDI: +44 (0) 1727 798000
E: stan.harris@salaw.com

Proposed Letter to Mr Sarpong

Our Ref:SH CC 407518-1

Your Ref:

Date:12 May 2023

Mr Albert Sarpong
First Floor Flat
14 Carroun Road
London
SW8

Dear Mr Sarpong

Re: Your Flat & KG Projects Ltd (the "Landlord")

I have been asked to write to you by the directors of the above company who own the freehold and also the ground floor flat at number 16 Carroun Road.

I refer to your lease dated 8 November 2013 which sets out the various obligations of our client, KG Projects Ltd the freeholder and your good self as the tenant.

It is acknowledged that originally a management company was to be formed and the freehold transferred to the management company, but this never took place and clearly you have never raised it with our client as an issue.

Our client also acknowledges that for the purposes of the repairing and decorating and other obligations referred to in the lease, our client as the freeholder is responsible for number 16 Carroun Road which occupies the ground floor of the building.

The important division of responsibilities so far as maintenance, repair and decoration are concerned relates to the definition of your flat which is set out in detail in schedule 1 and the defined term on page 8 of the lease namely "the Retained Parts".

Curiously enough, I have not been able to find in the lease a direct obligation either on behalf of the management company or the freeholder to maintain and repair and decorate those parts of the building which are defined as Retained Parts. However, for the purposes of this letter, my client accepts that the obligations to keep in good repair and to maintain those parts of the building that are defined as Retained Parts.

That obligation however is subject to your obligations which are clearly set out in clause 2 of schedule 4 namely for you to pay 50% of the expenses incurred as a result of costs relating to the Retained Parts.

The intention of this letter is to set out clearly the advice that we have given our client with regard to any future issues relating to the Retained Part.

Firstly, if either you or our client believe or require any works to be undertaken in connection with the repair maintenance and decoration of any part of the Retained Parts, there must be agreement between your good self and the directors of our client company on what works are to be done and any other issues relating to timing and the extent of those works.

Our client will then be responsible for getting quotes from a minimum of two but probably three contractors or decorators (as required) to undertake the works and copies of those estimates will be forwarded to you.

Once agreement has been reached between you and the directors of our client company, it will be for our client to instruct the contractor and to ensure the works are undertaken. Your obligation will be to put our client in funds for 50% of the cost and if reasonably required by our client because the contractor has requested any advance payment, for you to put our client in funds for your 50% share in advance of works being done.

Of course, there also needs to be a means of dealing with any dispute and, as at the moment, our client has retained the adjoining flat, the directors of our client company cannot be the judge of a dispute between themselves as freeholder and yourself. We would hope that a civilised conversation could be had between you and our client company and any disputes resolved, but if it is a question of whether or not works need to be undertaken and the extent of those works, we suggest that it is agreed that a suitably qualified chartered surveyor be appointed jointly by agreement to deal with any dispute as an expert and whose decision shall be binding on both parties. If it is not possible to even agree a surveyor either our Client or you can ask the President of the Royal Institution of Chartered Surveyors to appoint the expert.

Our client would hope that any dispute would never get to the extent of requiring this form of resolution as any appointment would be expensive.

I trust the above is seen as fair and appropriate for this building but if you do have any further suggestions then my clients would be happy to consider them.

I have advised my client that there is no obligation whatsoever to enhance or improve the current state of the building. Indeed, everything was in a good state of repair and maintenance, and I was surprised to see in one of your emails that you moved in in 2016 when if there were to be any defects or problems with regard to repair and maintenance, it would have come to light then and not some five years later.

That however is all part of the history and as I have mentioned in this letter, the intention is to ensure that there are no future misunderstandings with regard to the Retained Parts and how they will be dealt with in the future.

Thank you in anticipation but if you do have any questions or issues, please do not hesitate to contact me.

Yours sincerely

Stan Harris

Consultant

Corporate Department

SA Law LLP

Mobile: +44 (0) 7879 816050

DDI: +44 (0) 1727 798000

E: stan.harris@salaw.com

On 14 May 2023 at 8:03 PM, Katerina <katerina@kgplondon.com> wrote:

From: Katerina <katerina@kgplondon.com>

Sent: Sunday, May 14, 2023 8:03 PM

To: Stan Harris <Stan.Harris@salaw.com>

Subject: Re: LET-MR SARPONG-2023-05-12 draft.DOCX [SALAW-LIVE.FID1837253]

Dear Stan,

Thank you very much for draft letters. That is exactly what I required.

Would it be possible to add the following information to the paragraph 3 “.. and the freehold transferred to management company in case KG Project sells both apartments, but this never took place...”

What compensation do you advise I should offer?

Because I didn't want to inflame the situation I didn't charge ground rent either last year or this year until the dispute was settled. Can I suggest to offset the combined 500 GBP from those two payments against compensation for the roof repairs?

I also observed that you have not been able to find in the Lease a direct obligation on behalf either Management Company or the Freeholder to maintain, repair, and decorate those parts of the building which are defined as Retaine Parts. Could you please clarify for me does this mean that I am only required to restore Retained part when there is a clear need rather than being required to do so on a regular basis every few years?

Best regards,

Katerina

On Thu, 18 May 2023 at 15:02, Stan Harris <Stan.Harris@salaw.com> wrote:

Thanks Katerina.

I will be in touch shortly. If not tomorrow then Monday.

Kind Regards

Stan

On 18 May 2023 at 15:47, Katerina <katerina@kgplondon.com> wrote:

From: Katerina <katerina@kgplondon.com>

Date: 18 May 2023 at 15:47:03 BST

To: Stan Harris <Stan.Harris@salaw.com>

Subject: Re: LET-MR SARPONG-2023-05-12 draft.DOCX [SALAW-LIVE.FID1837253]

Thank you very much.

Looking forward to hearing from you

Best regards

Katerina

On Wed, 24 May 2023 at 4:16 PM, Stan Harris <Stan.Harris@salaw.com> wrote:

From: Stan Harris

Sent: Wednesday, May 24, 2023 4:16 PM

To: Katerina <katerina@kgplondon.com>

Cc: Emily Cross <Emily.Cross@salaw.com>

Subject: [14-16 Carroun Road](#) [SALAW-LIVE.FID1837253]

Hi Katerina

I have amended the long draft advice letter as you have requested and I have also made mention of the question of the pipes at the end of the first page. Could you have a final read and if you are happy with it I will get the letter on headed paper and over to you later today. I am also enclosing a note of my firm's charges to the end of April which I trust is satisfactory. We have done some further work since that date so you should allow for another 3-4 hours of my time to get this matter concluded.

So far as the without prejudice letter is concerned I think we should press Mr Sarpong on why payment was made to the third party when the third party has no obvious connection either to the company as shareholder or director. The fact that he was just asked to do it is not in our view an adequate answer. So far as the amount that you want to offer now is concerned I think that you should start by offering him a modest amount (say £500) and perhaps agree to offset £500 for ground rent that he did not pay making it clear that you expect all future ground rent must be paid in accordance with the lease. If as in the original without prejudice letter which we will finalise with you once you have told us your instructions you could also put me in funds for the amount that you decide then that would encourage him to settle matters. We can then get both letters off to Mr Sarpong. You might also agree, if it's a modest cost, to pay for the pipework yourself.

You can try me after 5 -30 today if you want to have a quick chat about the amount you should offer and any other comments on the letter.

Kind regards

Stan

Stan Harris

Consultant

Mobile: +44 (0) 7879 816050

DDI: +44 (0) 1727 798000

F: +44 (0) 1727 798002

Letter to A Sarpong

Our Ref:SH SR 407518-1

Date:24 May 2023

Mr Albert Sarpong

First Floor Flat

14 Carroun Road

London

SW8 1JT

Dear Mr Sarpong

Re: Your Flat & KG Projects Ltd (the "Landlord")

I have been asked to write to you by the directors of the above company who own the freehold and also the ground floor flat at number 16 Carroun Road.

I refer to your lease dated 8 November 2013 which sets out the various obligations of our client, KG Projects Ltd the freeholder and your good self as the tenant.

It is acknowledged that originally a management company was to be formed and the freehold transferred to the management company. This never took place as our clients retained the ground floor flat themselves instead of, as was their selling the flat to another purchaser.

Our client also acknowledges that for the purposes of the repairing and decorating and other obligations referred to in the lease, our client as the freeholder is responsible for number 16 Carroun Road which occupies the ground floor of the building.

The important division of responsibilities so far as maintenance, repair and decoration are concerned relates to the definition of your flat which is set out in detail in schedule 1 and the defined term on page 8 of the lease namely "the Retained Parts".

Whilst there is no express covenant in the lease either on behalf of the Management Company or the freeholder to maintain, repair and decorate those parts of the building which are defined as Retained Parts the freeholder accepts that the obligations to keep in good repair and to maintain those parts of the building defined as Retained parts are the freeholders responsibilities. Curiously enough, I have not been able to find in the lease a direct obligation either on behalf of the management company or the freeholder to maintain and repair and decorate those parts of the building which are defined as Retained Parts. However, for the purposes of this letter, my client accepts that the obligations to keep in good repair and to maintain those parts of the building that are defined as Retained Parts.

That obligation however is subject to your obligations which are clearly set out in clause 2 of schedule 4 namely for you to pay 50% of the expenses incurred as a result of costs relating to the Retained Parts.

The intention of this letter is to set out clearly the advice that we have given our client with regard to any future issues relating to the Retained Parts and our clients are dealing with the issues of the pipes that have been brought to their attention recently. The Director of our clients company will revert to you once quotes for the work have been obtained and a contractor found to deal with reconnecting the pipes.

Firstly, if either you or our client believe or require any works to be undertaken in connection with the repair maintenance and decoration of any part of the Retained Parts, there must be

agreement between your good self and the directors of our client company on what works are to be done and any other issues relating to timing and the extent of those works.

Our client will then be responsible for getting quotes from a minimum of two but probably three contractors or decorators (as required) to undertake the works and copies of those estimates will be forwarded to you.

Once agreement has been reached between you and the directors of our client company, it will be for our client to instruct the contractor and to ensure the works are undertaken. Your obligation will be to put our client in funds for 50% of the cost and if reasonably required by our client because the contractor has requested any advance payment, for you to put our client in funds for your 50% share in advance of works being done.

Of course, there also needs to be a means of dealing with any dispute and, as at the moment, our client has retained the adjoining flat, the directors of our client company cannot be the judge of a dispute between themselves as freeholder and yourself. We would hope that a civilised conversation could be had between you and our client company and any disputes resolved, but if it is a question of whether or not works need to be undertaken and the extent of those works, we suggest that it is agreed that a suitably qualified chartered surveyor be appointed jointly by agreement to deal with any dispute as an expert and who's decision shall be binding on both parties. If it is not possible to even agree a surveyor either our Client or you can ask the President of the Royal Institution of Chartered Surveyors to appoint the expert.

Our client would hope that any dispute would never get to the extent of requiring this form of resolution as any appointment would be expensive.

I trust the above is seen as fair and appropriate for this building but if you do have any further suggestions then my clients would be happy to consider them.

I have advised my client that there is no obligation whatsoever to enhance or improve the current state of the building. Indeed, everything was in a good state of repair and maintenance, and I was surprised to see in one of your emails that you moved in in 2016 when if there were to be any defects or problems with regard to repair and maintenance, it would have come to light then and not some five years later.

That however is all part of the history and as I have mentioned in this letter, the intention is to ensure that there are no future misunderstandings with regard to the Retained Parts and how they will be dealt with in the future.

Thank you in anticipation but if you do have any questions or issues, please do not hesitate to contact me.

Yours sincerely

Stan Harris

Consultant

Corporate Department

SA Law LLP

Mobile: +44 (0) 7879 816050

DDI: +44 (0) 1727 798000

E: stan.harris@salaw.com

Wed, 14 Jun 2023 at 10:33, Stan Harris <Stan.Harris@salaw.com> wrote:

Hi Katerina

Can I phone you later this afternoon. Around 3-30 should work . Sorry but I have meetings and calls all through the day.

I will also be free late afternoon.

Best Wishes

Stan

On 14 June 2023 at 11:49, Katerina <katerina@kgplondon.com> wrote:

From: Katerina <katerina@kgplondon.com>

Date: 14 June 2023 at 11:49:57 BST

To: Stan Harris <Stan.Harris@salaw.com>

Subject: Re: FW: 14-16 Carroun Road [SALAW-LIVE.FID1837253]

Hi Stan,

Thank you. 3-30 would be perfect for me.

Looking forward to it.

Best wishes

Katerina

Wed, 14 Jun 2023 at 18:08, Stan Harris <Stan.Harris@salaw.com> wrote:

From: Stan Harris <Stan.Harris@salaw.com>

Date: 14 June 2023 at 18:08:04 BST

To: Katerina <katerina@kgplondon.com>

Subject: 14-16 Carroun Road SW [SALAW-LIVE.FID1837253]

See the attached Katerina.

Best Wishes

STAN

From: Stan Harris

Sent: Wednesday, June 14, 2023 6:07 PM

To: albertsarpong@hotmail.com

Subject: 14-16 Carroun Road SW [SALAW-LIVE.FID1837253]

Dear Mr. Sarpong

Please see the attached email on behalf of my Clients KG Projects Limited

Yours Sincerely

Stan Harris

Consultant

Mobile: +44 (0) 7879 816050

DDI: +44 (0) 1727 798000

F: +44 (0) 1727 798002

E: stan.harris@salaw.com

On Tue, 20 Jun 2023 at 13:44, Stan Harris <Stan.Harris@salaw.com> wrote:

Dear Katerina

Please have a look at the email below:

Dear Mr Sarpong

WITHOUT PREJUDICE

Many thanks for your email of the 15th and both my Clients and I are grateful for you setting out your position. In particular , moving forward , an agreement that working together and reaching agreement, wherever possible before any action is taken , is clearly in both your interest and our Clients.

We have seen the exchange of email with the director of our Client company last month and our Client does not accept the answers you have given especially as, there is no adequate reason given for the random payment to Mr. Whitbread rather than the Company that undertook the work. We have advised our Client that as there is evidence at Companies House that the Company was going to be struck off (the action was recently suspended) the payment to Mr. Whitbread is even more suspicious . Mr. Whitbread is neither a shareholder nor director of Solution Roofing Limited.

That plus the absence of any competitive quotes, and to be clear our Client's view that the invoice for £3500 was wholly unreasonable has resulted in our Client not accepting your demands for half the sum invoiced by the roofers. However our Client wishes to resolve the issue of the roof repairs and is prepared to accept that £1000 might have been justified to undertake the necessary repairs, and our Clients are prepared to pay half this sum , namely £500 in full and final settlement.

Our Client has not invoiced you for the last two years for the annual ground rent at £250 per year notwithstanding your obligation to pay the ground rent whether or not it is demanded. However, in consideration of you accepting the sum of £500 our Client will regard the nonpayment of rent as offsetting your claim for reimbursement of the monies you spent to bring matters to a close.

We look forward to hearing from you that this matter is now settled.

Stan Harris

Consultant

On 20 June 2023 at 8:33, Katerina <katerina@kgplondon.com> wrote:

From: Katerina <katerina@kgplondon.com>

Sent: Tuesday, June 20, 2023 8:33 PM

To: Stan Harris <Stan.Harris@salaw.com>

Subject: Re: letter to Mr. Sarpong [SALAW-LIVE.FID1837253]

Dear Stan,

Thank you very much for drafting this email. I am in complete agreement with its contents. However, I would like to suggest a slight modification to the last paragraph. The clarification pertains to the reason behind Al Sarpong's failure to pay the ground rent, which was not due to a deliberate avoidance of payment on his part. Instead, the situation arose because I have chosen not to invoice him for a period of two years. This decision was made in order to prevent further escalation of the ongoing conflict.

I would appreciate if you could rephrase this paragraph accordingly.

I am really grateful for your ongoing support with in this matter. Thank you for your help and attention.

Best wishes

Katerina

Wed, 21 Jun 2023 at 15:04, Stan Harris <Stan.Harris@salaw.com> wrote:

Hi Katerina

I have amended the last paragraph below. Have a read then I'll get it off later today.

Kind Regards

Stan

On 21 June 2023 at 18:15, Katerina <katerina@kgplondon.com> wrote:

Katerina <katerina@kgplondon.com>

Date: 21 June 2023 at 18:15:55 BST

To: Stan Harris <Stan.Harris@salaw.com>

Subject: Re: FW: letter to Mr. Sarpong [SALAW-LIVE.FID1837253]

Dear Stan

Thank you very much. I completely agree with the letter you drafted. Please send it to Al Sarpong.

Thank you

Best wishes

Katerina

On 28 June 2023 at 15:35, Stan Harris <Stan.Harris@salaw.com> wrote:

From: Stan Harris <Stan.Harris@salaw.com>

Date: 28 June 2023 at 15:35:53 BST

To: Katerina <katerina@kgplondon.com>

Cc: Emily Cross <Emily.Cross@salaw.com>

Subject: FW: 14-16 Carroun Road [SALAW-LIVE.FID1837253]

Hi Katerina

Whilst it is definitely NOT worth you are getting involved there is a concern here about Roof Solutions if it turns out they are insolvent. B paying Mr. Wiltshire and not paying the company Mr. Sarpong may have innocently helped an individual by-pass the company to the detriment of other creditors.

My suggestion but your instructions . You might want to consider whether for an extra £x you are prepared to increase the offer. If there were no other issues I would be pressing you to consider this. So here is a solution possibly.

You put £x into my Client account and I send the following email. I might want to add two other things:

- Apart from a response to this email once he has some news we don't want to enter into any further correspondence
- Considering whether we should write anything which might anticipate this matter going to court? E.g. Mark it "without prejudice" or mention that we reserve the right to produce a copy of this letter if he decides to go to court.

Dear Mr. Sarpong

Whilst my Client is not suggesting you acted in a way other than in good faith I am bound to have pointed out to my Clients that the payment to Mr. Wiltshire is both irregular and wrong. With the Company's solvency position uncertain we have been put in funds for £x which I am instructed will be forwarded to you in full and final settlement of the monies you are claiming when either

- 1. Mr. Wiltshire returns the money into the Company's bank account and you can provide the necessary evidence or*
- 2. You can demonstrate that Roof Solutions is clearly solvent and ask Matthew to explain in a couple of lines why he requested you to pay Mr.W. instead of the Company.*

We will then release £x as long as you accept this in full settlement and to close this matter down.

YS

From: Al Sarpong <albertsarpong@hotmail.com>

Sent: Sunday, June 25, 2023 7:53 PM

To: Stan Harris <Stan.Harris@salaw.com>

Cc: Katerina <katerina@kgplondon.com>

Subject: Re: 14-16 Carroun Road [SALAW-LIVE.FID1837253]

Dear Mr Harris,

Thanks for your note of the 22nd June.

The "random payment" as you have described, I will state once again was 100% to get the leakage in my flat stopped and the roof fixed - no other purpose. I am very disappointed that both you and your client are questioning my honesty by not accepting the answers I have given in good faith, both in writing and face to face. If that is the case, then I'm afraid I cannot see how we can progress with agreeing a process to manage disputes in the fair manner that we have discussed and agreed previously.

I have also consulted the Companies House website, and what you have not said is that the action to strike off the company appears to have been initiated after the work was done in late February 2022, with accounts due in March this year. How could I possibly have known what financial state the company was in? My first and only concern was to stop water pouring through my flat and also affecting Number 16.

I notice that the sole director's name is Matthew Dean Eastwood - Matthew was the first name of the senior roofer on site when the roof was fixed and it was he that asked me to pay the money to "JS Whitbread". All of this could have been checked if you rang the company as suggested, or when I first discussed this with your client. At the time, Matthew was willing to have any conversations required with your client, hence all relevant documentation was supplied without hesitation.

I appreciate your client wants to settle this dispute with the same level of willingness as I wish to. However, even taking into account the ground rent freezes which your client agreed to until this matter was resolved, I will not be accepting an offer of just £500 to settle, which given the emergency nature of what happened and also the poor state of the roof previously (pictures attached), I would regard as derisory.

Regards,
Al

Albert Sarpong
[14 Carroun Road](#)
[Vauxhall](#)
[London](#)
[SW8 1JT](#)

Mobile: +44 (0)7921 105732
Tel/Fax: +44 (0) 20 7 582 0700
albertsarpong@hotmail.com

On 22 Jun 2023, at 15:48, Stan Harris <Stan.Harris@salaw.com> wrote:

Dear Mr Sarpong

WITHOUT PREJUDICE

Many thanks for your email of the 15th and both my Clients and I are grateful for you setting out your position. In particular , moving forward , an agreement that working together and reaching agreement, wherever possible before any action is taken , is clearly in both your interest and our Clients.

I have seen the exchange of email with the director of our Client company last month and our Client does not accept the answers you have given especially as, there is no adequate reason given for the random payment to Mr. Whitbread rather than the Company that undertook the work. We have advised our Client that as there is evidence at Companies House that the Company was going to be struck off (the action was recently suspended) the payment to Mr. Whitbread is even more suspicious . Mr. Whitbread is neither a shareholder nor a director of Solution Roofing Limited.

That plus the absence of any competitive quotes, and to be clear our Client's view that the invoice for £3500 was wholly unreasonable has resulted in our Client not accepting your demands for half the sum invoiced by the roofers. However our Client wishes to resolve the issue of the roof repairs and is prepared to accept that £1000 might have been justified to undertake the necessary repairs, and our Clients are prepared to pay half this sum , namely £500 in full and final settlement.

Our Client has not invoiced you for the last two years for the annual ground rent at £250 per year notwithstanding your obligation to pay the ground rent whether or not it is demanded. However, in consideration of you accepting the sum of £500 our Client swill regard the nonpayment of rent as offsetting your claim for reimbursement of the monies you spent to bring matters to a close.

I look forward to hearing from you that this matter is now settled.

Yours Sincerely
Stan Harris
Consultant

On 6 July 2023 at 5:24, Katerina <katerina@kgplondon.com> wrote:

From: Katerina <katerina@kgplondon.com>
Sent: Thursday, July 6, 2023 5:24 PM
To: Stan Harris <Stan.Harris@salaw.com>
Subject: 14-16 Carroun Road

Dear Stan,
Thank you very much for your email to Al Sarpong. I do really hope that we reach an agreement on this matter finally.
Thank you for your help and constant attention.
Kind regards,
Katerina

7 July 2023 at 11:56, Stan Harris <Stan.Harris@salaw.com> wrote:

From: Stan Harris <Stan.Harris@salaw.com>
Date: 7 July 2023 at 11:56:08 BST
To: Katerina <katerina@kgplondon.com>
Subject: RE: 14-16 Carroun Road
Thanks Katerina-me too.
Best Wishes
Stan

On Tue, 18 Jul 2023 at 06:30, Stan Harris <Stan.Harris@salaw.com> wrote:

Hi Katerina
As I am sure you appreciate that I have spent many more hours than the amount in the original quote I gave you. Your neighbour at number 16 is proving to be a very obstinate man and as you know he is threatening to go to a solicitor himself !!
I am attaching the latest monthly draft fee note but happy to agree a reasonable fee with you. Could we have a word over the next few days. Or you can phone me this afternoon any time before 4-30.
Then when we next hear from him I will give you a further estimate of fees going forward.
Best Wishes
Stan

On 18 July 2023 at 20:39, Katerina <katerina@kgplondon.com> wrote:

From: Katerina <katerina@kgplondon.com>
Date: 18 July 2023 at 20:39:14 BST
To: Stan Harris <Stan.Harris@salaw.com>
Subject: Re: Mr. Sarpong [SALAW-LIVE.FID1837253]

Dear Stan,

Of course let's have a phone call to discuss the fees and further strategy.

I am in US now and traveling for till the end of the week. Could we please organise a call next Monday. Please let me know what time suits you better.

Best regards

Katerina