

Property Debt Collection Limited  
PO Box 129  
Hoddesdon  
Hertfordshire  
EN11 8ZS

Thursday, 14 December 2006

Dear Sir/Madam

Your ref: 060484/CPM  
Lancaster One Management Company Ltd.  
Alleged arrears of service charge of £1181.86

I acknowledge receipt of your letter dated 7<sup>th</sup> December 2006. Firstly let me make it clear that I am acting on the advice of my solicitor and that, while I accept that charges are outstanding, this is not a debt matter.

I am, along with a number of other residents, in dispute with Lancaster One Management Company and their agents CPM Asset Management. It is my genuine concern, and has been for two years, that the property at Lancaster One is not being managed in line with the covenants of the lease and that in paying the Service Charge I would be paying for a service that I have not received.

Over the last 24 months I have sent many letters, had meetings with several 'facilities managers', sent countless emails and made numerous phone calls to CPM and my concerns remain unaddressed and unresolved. On many occasions they have simply been ignored. I do not consider this to be in any way a service.

Of particular, but not exclusive, concern is the situation of both residents and members of the public parking on those areas of the estate and in a manner prohibited by the covenants of the lease. A situation which I first brought to the attention of Lancaster One Management Company, CPM and the developer on the 17<sup>th</sup> December 2004. This leads on a regular basis to the refuse collectors not being able to gain access, the blocking of the access way and the doorways and accessibility ramps and the considerable nuisance of people parking within inches of apartment windows late at night/in the early hours of the morning. It has also led to a number of serious security breaches with at least one vehicle being stolen off the property and on one occasion severely hampered the access of the fire service. With this in mind it must be clear that my actions have been motivated by a desire to protect my considerable investment in the property.

I have stated on a number of occasions, the last time at a meeting with Paul Sanderson (most recently appointed facilities manager at CPM) at the beginning of November, that I would be amenable to paying the outstanding charges once it was evidenced that

my concerns had been addressed, my questions answered and the parking issues resolved in line with the covenants of the lease even though I do not accept that the service was provided during the period to which the Service Charge statement relates. This I am sure you will agree is a more than reasonable offer. It appears on the surface at least that the appointment of Paul Sanderson as facilities manager has been a positive step and that progress is being made. As such I had hoped to be able to make good on this offer quite soon.

Please note that from each statement I have paid that portion of the Service Charge that relates to buildings and other insurance and as such my obligations under the terms of my mortgage are met.

If proceedings are taken in the county court to recover the alleged debt they will be robustly defended and met with a Part 20 Counterclaim backed by the amassed evidence of my 24 months struggle in respect of these outstanding issues.

Yours Sincerely,

Mr L K Benson