

## LESSEES REFLECT ON COSTS TO DATE OF MRS HILLGARTH'S MAUNDER TAYLOR DEBACLE



WAS IT REALLY WORTH THE COST OF MRS HILLGARTH'S VENDETTA DEMAND LESSEES? Mrs Hillgarth (Flat 5) confirms that her costs for the First Tier Tribunal hearing on June 26th, 2017 to remove MHML amounted to £15,000 less a £2352 contribution from each of three very generous lessees reducing her costs to £8794, but plus legal fees estimated at £25k in further pursuit of MHML?

A spokesperson for MHML confirms that new UK regulations would have required their resignation which is why they offered, on three occasions well prior to Mrs Hillgarth's litigation to remove MHML, to step aside as Agents and donate the Head Lease at nil consideration to Mrs Hillgarth to do with as she wished. God forbid!

Had Mrs Hillgarth accepted one of those offers, those three lessees who helped fund her £15,000 costs, would have saved themselves £9756 since June 2017 and other lessees would have saved £7000 on additional agent's fees and Mrs Hillgarth a whopping £35k odd, yes £35,000...! Hence the reference to her being known as the "Mad Woman Of Chaillot" which was coined when she insisted on using her preferred works' contractors in 2014, Wade, who quoted £219,000 for the EXACT same workings as the approved contractor, AR Lawrence for £105,000 with both costs including vat & fees and for concurrent Internals and Externals, being the exact same quoting and schedule which Maunder Taylor adopted and rumoured as just one of the reasons for their untimely dismissal by Mrs Hillgarth?

### ACCUSATIONS OF EXCESSIVE

IGNORANT EXTRAVAGANCE ? By all accounts Michele Hillgarth has a well documented appalling record for extravagant and ignorant assessments as to value, economy and common sense. Lessees recall her insistence in

2014 to use her preferred contractor Wade for £219,000 incl. vat and fees to progress the EXACT same works as quoted by the finally approved contractor AR Lawrence for only £105,000 including vat and fees.

To date Mrs Hillgarth has not been able to explain how, whilst a Director of MHML, certain additional items progressed in 2014. such as new lighting fitments, emergency lighting, lift refurbishment etc were funded as NONE were (a) recorded to be funded or progressed within the AR Lawrence budget (nor indeed Wade or any other tender) because (b) they were all considered unaffordable at the time and could only be funded if SAVINGS could be made somehow to fund these additional "unaffordable" items?

Had it not been for MHML's ability to make savings there would be no new lighting anywhere, no

emergency lighting nor lift refurbishment unless additional funding was requested and received from lessees.

Lessees will recall that none was requested and £16,201 remained in Reserves as opposed to the predicted  $\pounds$ 11,243 subsequent to the  $\pounds$ 2000 per lessee requests to adequately fund the  $\pounds$ 105,000 budget.

#### CONCERNS GROWING

As such, if Mrs Hillgarth is now making decisions without reference to the

noted that Flat 1 never paid their £300 - sensible or simply refusing?

#### SLOPPY PROCEDURES

Mitre House Management Company (2017) Ltd has Mrs Hillgarth's name misspelt on ALL company documents,

> various issued share certificates have misspelt names and wrong post-codes which does not add confidence in their two Directors' competence and I cannot recall any notification to any lessee let alone all lessees as regards the various appointment of the two Directors.

Mrs Hillgarth has a well documented very patchy history of directorships and companies most recently her failed RTM fiasco and then with MHML.

#### WILFUL DE-**STRUCTIONS** AND VANDAL-**ISM OF MITRE** HOUSE Mrs Hillgarth's spiteful destruction of Mitre House since MHML donated the Head Lease at nil consideration is well documented here on these pages resulting in the interior of Mitre House now a shadow of its former self more resembling Bleak House and after a

£105,000 refurbishment or as one departing tenant recently commented "I'd sooner live in a morgue".

HEAD LEASE COVENANTS NOT COMPLIED WITH TO DATE MHML expected the new Head Lease



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alleged shareholding lessee members who each paid a staggering £300 for the privilege to be shareholding lessee members, but have no input nor vote on decisions as important as to Agents & Major Works' Budgets, I'll turn in my shareholding and request a refund. It's owner (the Tenant MHMC(2017) Ltd whose name and details are still not legally attributed to both Quarterly Demands nor Service Charge Accounts as both still reference MHML as landlord, to comply with all covenants including the most relevant

on pages 30-33, namelv:

At the Head Lease owner's expense, to form a Management Company with limited liability for the purpose of managing the flats. giving each lessee/owner one voting right whilst in situ, and granting a lease of the flats, to be called the Management Lease, so that the Management Company becomes entitled to the reversion immediately expectant on the determination of the long leases of the said nine residential flats then the Tenant (Head Lease owner) will become a member of the Management Company it being the intention that every person who shall from time to time hold a long lease of any one of the said nine residential flats shall be a member of the Management Company.

Probably a good idea to comply or

nobody will be able to sell a property at Mitre House if they are lucky enough to find a buyer to live in a snake pit atmosphere?

By all accounts Maunder Taylor had indeed insisted that Mrs Hillgarth

comply with at least one of her own Flat 5 covenants, namely a requirement to seek permission prior to each sub-let, which they confirmed she had done and after due diligence (one hopes) permission was granted. What an amazing outcome if true?

our previous Agents including MHML, vet another of her bête-noires and it would be downhill from there on. It was and Maunders' various voting requests to lessees and tenants ALL went directly against Mrs Hillgarth's 2014 complaints (she was against



### £500 WORTH OF TERRACOTTA POTS & PLANTS **REMOVED AND DUMPED IN SKIP BY ORDER OF** "ves vou guessed it. Mrs Hillgarth"



disruptive, she was against all costs quoted to include vat & fees and more recently Lessees & Tenants voted to retain artworks & Topiary throughout Mitre House which months earlier she had insisted ALL be removed which they were by me and all taken off site to my country estate leaving those belonging to Mitre House in the shed in the rear yard which she is now intending to remove and destroy?

doing major works

As recently discussed at some length with agents Maunder Taylor, if the shed is removed then so will the mail pigeon box table and all mats throughout the building, along with the dustbins on the fire escape and they'll be moved to the rear vard, all as stated in the Head Lease. I will also decom-

mission the plant boxes on all fire escape landings making the place even bleaker than it is at present, if indeed that's possible?

So it is no surprise she's fired them as predicted and incoming innocent of all

As was predicted to Maunder Taylor when they took control in July 2017, any insistence on Mrs Hillgarth's lease covenants' compliance (and for her to desist in signing off tenancy agreements stating all consents received) would make them, like all

travails at Mitre House, Strangford Management Ltd, will fair no better once they too insist on compliance. One can only wait and see?

#### FINANCIAL HARI-KARI

Depending which Flat you own you're

either £7000 worse off since July 2017 (Flats 1,2,4,6,7) or £9576.88 if unlucky enough to own Flats 3,8 or 9 who for some extraordinary reason helped fund Mrs Hillgarth's litigation, but that's cigarette money compared to Mrs Hillgarth's lottery losing £35,000.... yes £35,000 - begs the question for what?

Easily answered - a 333% rise in lessees' annual outgoings within 12 months from £3000pa in 2017 to £10,000 in 2019 plus excesses?

Makes one wish Mrs Hillgarth had accepted MHML's offer to stand down and donate the Head Lease for free, as MHML could not, due to impending new UK laws, have continued as Mitre House's Managing Agents as common sense was no longer a valid qualification?

Somewhat reminiscent of why Mrs Hillgarth didn't simply admit that she agreed to savings being

made anyway possible during the 23 May 2014 Board Meeting as well evidenced on the audio recording: "will be used for something else", followed by "well then everybody will be happy" and simply say "I did but I changed my mind?" as she'd done so frequently and frustratingly previously?

of House spares, paints and replacements

#### LIVE IN RESIDENTS/TENANTS

VERSUS ABSENT LANDLORDS Without doubt the saddest observation about Mitre House is that the people who cause the most spite, vitriol and upset don't even live here but sub-let and whether the place is Caribbean

more correctly, did? What Mrs Hillgarth has accomplished since 2017 is simply to destroy everything that made Mitre House uniquely Chelsea.

You only have to look at the two most unloved scrappy front doors at Mitre

House and they belong to who... yes indeed the two lady, non resident, directors of Mitre House Management Company (2017) Ltd and they have the effronterv to criticise the quality, standard and integrity of the interior and exterior decor at Mitre House including the rank stupidity of demanding the junking of £500 worth of terracotta plants and shrubberies in full view of their own outlooks for their tenants to enjoy, preferring the void of a filthy, flooded landscape roof and bare brick wall?

And Mrs Hillgarth insisting that spare lampshades for our beautiful champagne alabaster hanging lights (how were they paid for, Michele?) be also dumped by removing a shed in which they are safely stored along with other replacements and artefacts belonging to Mitre

Dawn or Taupe grey, whether it has a black lift or bronze makes not an iota of difference - so long as everything works and the place is clean, dry and habitable, you'll get your rent. The added value is for the benefit of live in residents and your tenants who without doubt to a man/woman love it - or

insisting the shed be without the slightest ody will be happy' Mrs Hillgarth...!

House since time immemorial....a shed that's been there forever in one form or another which she only became aware of along with the terracotta on 15th May despite being a lessee since 1968 and decided, yup, I've \*&^% up the interior so it's about time I did same to the exterior....



# 3RD FLOOR GIVEN GENEROUS DISPENSATION BY MAUNDER TAYLOR TO RETAIN ARTWORKS AND TOPIARY

"Yes, we know, Mrs Hillgarth - not for much longer! They'll go along with the shed, flower boxes, topiary, herb garden, mail table, mats and dustbins... into oblivion?"



See over page for MHML's offer to donate Head Lease for free. If you doubt any of the facts in this pdf, your additional costs to date whoever you are, just ask and I will update you with documentation, not hearsay gossip?



Mitre House Management Limited

(Representing The Nine Leasehold Owners Of Mitre House)

124 Kings Road • Chelsea • London SW3 4TP Email: management@mitrehouse.com • www.mitrehouse.com Telephone +44 (0)207 589 7502 Mbl: +44 (0)798 33 33 543

To all Leaseholders **Mitre House** 124 Kings Road Chelsea, London SW3 4TP

Dear Lessee,

Mitre House Management Limited MITRE HOUSE, 124 KINGS ROAD, LONDON SW3 4TP *Our Ref: 3rd Quarter's Demands 2017* 

Please find attached the Service Charge/Reserves Application and Ground Rent where applicable, for your percentage of the 2017 Third Quarter period 25 June 2017 - 25 September 2017.

You will note a small reduction in these June Quarterlies reflecting the £510 surplus on the recent year end 2016 Accounts.

We have some good news for some but not so good for others.

Due to continuing discontent from a few lessees and their application to the courts to dismiss Management citing various misdemeanors including "stealing lessees' window repair monies, indecent exposure to a young lady sub-let tenant, requiring a lessee to have a Police escort to collect keys, making and doing additional works without reference to lessees, having  $\pounds 16,201$  in Reserves as opposed to the predicted  $\pounds 11,243$ , false accounting by not identifying Surveyor's fees and other fees and payments made, including those to Management for their additional workings and services performed for the benefit of all lessees, non-payment to a supplier, blackmail, abuse and rudeness", we have proposed to these same lessees that we will step aside and offer them the Head Lease so they can run Mitre House the way they wish it be run and by whom.

The alternatives are not favourable. If we contest the charges in court and lose, an expensive Manager will be appointed by the court to run Mitre House so denying any lessee the opportunity to appoint their preferred cheaper Agents or contractors. If and when we win, the toxic atmosphere at Mitre House will simply continue with no doubt more disagreements and arguments as it is quite obvious that two or three lessees have no confidence in our ability to properly manage Mitre House to their total satisfaction and wish us to be replaced by independent outside Agents of their choice.

They will only have that independent choice if our proposal to offer them the Head Lease is accepted.

In the meantime and until such time as advised, we still manage Mitre House as usual and any concerns can and should be directed to ourselves in the normal manner.

Yours sincerely,

MIL BREITH - DUSTALLE

Paul Brown-Constable **Mitre House Management Limited** Mitre House, 124 Kings Road, London SW3 4TP



MAINTAINING MITRE HOUSE Directors • Paul Brown-Constable • Dima International Limited Reg. Office • 9 Acton Hills Mews • Uxbridge Road • London W3 9QN • Registered No. 7731341 • England

a registered member of PRS Forest since 1 October 2014

