

7 September 2006

Nicholas Black

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Wellwood Court
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London
SW15 6JH

Introduction

The following statement was prepared on the 7th September 2006 by Nicholas Black, for presentation to District Judge Hassan, Central London County Court, Civil Justice Centre, 13-14 Park Crescent, London, W1N 1HT, for consideration in the case of Nicholas Black versus Mohammed Jafer Hussain Qureshi. The statement details the ongoing inconvenience that was suffered by myself due to the negligence of Mohammed Jafer Hussain Qureshi, between October 2005 to April 2006, whilst I was a Tenant at the property: Top Flat, 50 Maple Street, London, W1T HJ.

Previous legal advice

Following the advice of Ms Deirdre Forster of Powell Forster Solicitors, Eurolink Centre, 49 Effra Road, Brixton, London, SW2 1BZ that I received in April 2006, my claim is as follows:

On the formula of English Churches:

£95 rent per week * 26 weeks * 25% = £617.50
Collapse of ceiling in Nicholas Black's bedroom = £100.00
£95 rent per week * 3 weeks * 100% = £285.00

TOTAL = £1002.50

Ms Forster also suggested that additional compensation for aggravated damages could be awarded.

Particulars of the claimant

Name: Nicholas Black

Details removed

Attachments and other documents

- Email correspondence
- Letter correspondence
- Photographs * 7
- Sketch floor plan of the property

Causes of inconvenience – Water leaking

On the week beginning 16th October 2005, water began leaking into the Kitchen, in the area that is circled in blue on the sketch floor plan.

After phoning Regent 2000 Properties, the letting agents who deal with the letting and maintenance of the property, several times they had not sent any representatives to inspect or repair the leak. On Thursday 20th October 2005, I sent an email to Regent 2000 Properties stating:

“With regards to the water that is dripping down the wall - it is now dripping at a rate of one pint per 2.5 hours. Again, I am not trying to irritate you or anger you by telling you this. I have a legal duty as a [t]enant to inform the landlord of such matters immediately. I have a family background in building surveying and water like this can cause permanent structural damage.”

By Saturday 22nd October 2005, Regent 2000 claimed to have repaired the leaking roof. However, there was now a growth of fungus in the area circled in blue on the sketch floor plan. Over the next few weeks the entire west wall of the kitchen became more and more increasingly damp, a fowl smell developed in the kitchen and the fungus began to decompose, which attracted flies.

This is documented in an email from Nicholas Black to Regent 2000 Properties, sent on the 22nd November 2005:

“Due to the leaking water almost a month ago there are dead mushrooms rotting in our kitchen, above the only shelves we have to keep food on. As you have so far failed to take action about this, we have contacted Camden Council with our concerns.”

The situation is also documented in an email sent by Nicholas Black to Regent 2000 Properties on the 1st December 2005:

“Pleas[e] also note that there are still two large holes in the wall of our kitchen, left by your plumber. The mushrooms now seem to be dead, but are still rotting and attracting flies. This is not a very hygienic environment in which to live. This whole episode began at the beginning of October, when the water first started leaking down the wall of the kitchen. Over 7 weeks later, the problem has still not been properly resolved despite our reminders and your promises. Please contact us to arrange a mutually convenient time when you can send some workers to fix the remaining problems.”

The “holes” mentioned in the above email, were cut into a section of wall in the kitchen to allow Regent 2000 Properties' maintenance workers to access sewage pipes that ran from the bathroom (above the kitchen) to the basement flat. Regent 2000 Properties believed that flooding in the basement flat had been caused by these pipes. It is my opinion that the flooding was caused by the water leaking from the roof, down the west wall of the property.

Following my continuous complaints, and a report made by Camden Council Environmental Health inspector, Dave Wagg, Regent 2000 Properties contacted me on the 22nd December to ask for a

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mutually convenient time at which they could send workers to repair the leaking water that was causing the damp, flies and fungus in the kitchen. As the flat was to be vacant over the Christmas vacation, I asked that Regent 2000 Properties send workmen between 8am and 8pm on the 16 January, the next date that I would be available, due to University examinations. I further requested that Regent 2000 contact me if this date was not convenient.

When the workmen arrived in January 2006, I was concerned about their competence. They did not bring any tools with them, instead borrowing a screwdriver that belonged to Mr John Jones, before going onto the roof of the property. The situation was further complicated because of the poor level of English spoken by the workmen, which made it extremely difficult to explain the problem. At no point was I satisfied that the work had been carried out adequately.

During the week beginning the 6th February 2006, the damp on the west wall of the kitchen developed into a constant dripping, originating from exactly the same point that the leaking had been seen prior to the visit of the workmen two weeks previously. Both Mr Jones, Miss Brown and myself phoned Regent 2000 Properties during the week to alert them to the problem. They told us that workmen would attend.

On the evening of the 8th February 2006, the ceiling in the kitchen collapsed. The incident is documented in an email from Nicholas Black to Regent 2000 Properties, sent on Thursday 9th February 2006:

“As you are probably aware by now, at 11.30pm last night the ceiling in the kitchen at 50 Maple Street fell in, on top of John and me. We don't seem to have been seriously injured, but we will be seeing the doctor today to check for whiplash and other injuries that can be caused by falling ceilings.

This incident is entirely the fault of your negligent maintenance policy. How many times have we asked for the leak to be properly fixed? Painting over the damp does not constitute fixing the problem.

We will not be paying any rent until a competent (ie speaks English, has his/her own tools, is professionally qualified) plumber and builder rectify the problem. This will include: locating the source of the leak, fixing the leak, allowing the damp to dry, re-plastering the ceiling, painting the ceiling. Further, we will require a competent structural engineer to verify that there is not substantial damage to the timbers that support the floor.

Once the matter is fixed we will consider what compensation is due. I will be claiming for the cost of clothes to replace the ones that were ruined when wet plaster, rotten wood and filthy water fell on them, the cost of food that I will have to buy to eat as we cannot use the kitchen and compensation for the massive inconvenience and trauma that this has caused. We will also be reporting the matter to Camden Council, who will no doubt send a housing inspector, who is likely to take a dim view on events, given that you were warned by the Council about this problem in November.

Your negligence is now threatening our safety. Send qualified builders immediately.”

By the end of the week, Regent 2000 Properties sent the same workmen to clear up the mess and re plaster the roof. Suzanne Smith witnessed the workers nailing fresh plaster board onto damp joists. No attempt was made to locate the source of the leak and no time was allowed for the ceiling to dry out. I registered my discontent in an email to Regent 2000 Properties. No reply was received.

Following this incident the damp and foul smell in the kitchen continued to get worse, leading me to report the incident to the University of London Housing Advice Service.

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I also requested that another Camden Council Housing Inspector visit the property, to whom I wrote on the 9th February 2006:.

“The letting agency (Regent 2000) finally sent a workman last Tuesday. He started painting over the damp plaster boards on our kitchen ceiling and then left, leaving paint tins, brushes etc in our kitchen. A couple of hours after he left water started leaking through the roof again, into the kitchen. We reported the problem to the letting agency immediately, who said a plumber would come the next day (last Wednesday). No plumber came. We sent emails and phoned the agency almost every day since last week and last night.

Last night at about 11pm, we noticed that the usual dripping of water through the ceiling had turned into a steady torrent. We turned the water off in the flat and phoned the letting agent and told him that we were extremely worried that the ceiling was going to fall in. He said that a plumber would come in the morning. At about 11.30pm about 5m*3m of rotten plaster board fell off the ceiling onto myself and my flatmate, whilst we were trying to moving electrical equipment out of the way. Luckily we were not seriously injured, though I had a sore neck this morning, and no-one in the flat slept very well. Our kitchen looks like a war zone - there is damp, rotten plaster board and wood everywhere. Bits of plaster fall off the ceiling every now and then and I really don't think that its safe to go in there, meaning that we have no access to any kitchen facilities.

The letting agency has said they are going to send a plumber round, but I don't trust them. They never fix anything properly and I think that they will just plaster over the damp/rotting wood, paint over it again and the ceiling will fall in again in a couple of months. The situation has gone from an annoying one - with water dripping and a damp smell - to a dangerous one. I am really worried that the floor boards are rotten and that the flat might be unsafe. The letting agent is totally untrustworthy and always carries out sub standard repairs.

Could another inspector come to see the damage? Is there any way that we can make sure the letting agency uses a registered contractor to carry out repairs?”

My concerns about the inadequacies of the repair to the kitchen were confirmed on the 25th February 2006, when water leaking into the kitchen caused a light bulb to burn out. The incident is documented in the following email, sent by Nicholas Black to Regent 2000 Properties on the 26th February 2006:

“Last night leaking water caused the light bulb in the kitchen to burn out, leaving exposed live electric wires. This is an extremely dangerous situation as there is the potential for water to leak over exposed live electric cables. We can also not use the kitchen when it is dark as there is no light. Please send a qualified electrician to fix the problem and to determine the exact cause. Please also note that we are expecting a Health Inspector from Camden Council to visit the property next week. “

Again, I was not satisfied that the leaking water had been adequately investigated. Each incident was dealt with cosmetically; walls painted, new light fittings fitted etc.

On Monday 13th March, water began leaking into the fourth floor bedroom that is directly above the kitchen. I reported the incident to Regent 2000 on Tuesday morning. Again, Regent 2000 sent maintenance workers who visited the roof and claimed that the problem had been repaired. They claimed that the water that was still leaking into the property was residual damp and there was nothing they could do about it. I was not convinced of this explanation, as I noticed a correlation between rain outside and dripping inside.

On Sunday the 26th March 2006, the slow dripping of water in the upstairs bedroom became a large torrent. I removed all of my possession from the room, placing them in the downstairs bedroom that was occupied by Mr Jones. The incident is recorded in the following email sent by Nicholas Black to Regent 2000 Properties on the 26th March:

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“Dear Bell,

I have just returned to 50 Maple street to find a large amount of water leaking through the ceiling of my bedroom (small, north facing, upstairs). It is only a week since Mr Ehab came and "fixed" the leaking roof. He clearly DID NOT fix it properly.

Once again, please send maintenance workers to fix the problem as soon as possible. I estimate the damage caused to my personal possessions to currently be between £100 and £200.

Water is leaking across LIVE ELECTRIC CABLES. This is the worst problem we have so far had. I cannot over estimate how serious this situation is. Once again: WATER IS LEAKING THROUGH THE CEILING ALL OVER THE UPSTAIRS BEDROOM.

I will be away from London until Wednesday 29th March. If when I return the problem has not been fixed I will hire a builder and then recoup the costs via the Courts.

I will be available for a meeting with the Lanadlord on Thursday, Friday or Saturday next week. If you need to contact me over the next three days please call 01624671872 “

The incident is also documented in photograph 5, which shows water leaking over a spotlight in the bedroom in question on the 30th March.

It was not until the third week of April that I was able to sleep in my room again.

After this incident, I insisted that Regent 2000 Properties employ a competent builder. It was the opinion of the builder, Graham, that the entire roof needed replacing and that the leaking had been caused by the poor maintenance of the asphalt roof. Unfortunately I am no longer in contact with the builder and cannot provide a statement from him.

During the three week period that I could not sleep in my room I had to stay with friends and family. Staying in another room at 50 Maple Street was not an option as my possessions took up most of the floor space in both Mr Jones's and Miss Brown's rooms. During the day I had to attend the flat to facilitate the work of the builder, Graham. This caused enormous disruptions to my attempts to revise for my University Examinations in late April.

During this incident I again contacted Camden Council Environmental Health department, who sent two inspectors to visit the property. One inspector was Ms Jellie Rukweza, who told me that my room was uninhabitable. I have so far been unable to contact Ms Rukweza.

Following Graham's work on the roof, no more water has leaked in to the property.

Causes of inconvenience – Misleading claims made by the letting agent.

The letting agent, Regent 2000 Properties frequently mislead us as to their maintenance activities. This often took the form of a Regent 2000 employee claiming that work was currently under way at our flat, or that workmen were on their way, or would be arriving shortly. One example of this is recorded by the following emails:

Friday 20th October 2005, 9:46 am:

“We have our handyman right now in your flat doing some work and I have called the electrician as well to do the work...” Taken from an email from Regent 2000 Properties to Nicholas Black

Friday 20th October 2005, 10:34 am:

“I have just spoken to Maisie who told me that there is no handy man in the flat. If he is on the way does he have keys to get in?” Taken from an email from Nicholas Black to Regent 200 Properties

Similar incidents occurred throughout the tenancy, often characterised by Regent 2000 arranging a time at which a workmen could attend the property, the workmen not attending, and Regent 2000 then claiming that we deliberately stopped workers from entering.

Another variety of deception employed by Regent 2000 Properties is exemplified by the comments of Mr Fahmy Elgamel, Director of Regent 2000 Properties. In late March 2006, Mr Elgamel attended the property at 50 Maple Street for the first time since September 2005. Whilst discussing the situation, Mr Elgamel claimed that the roof had been previously fixed at a cost of around £3000. Present were Mr John Jones, Miss Maisie Brown, Miss Susan Smith, Mr Nicholas Black and Graham. After Mr Elgamel's comments, we went onto the roof of the property, accompanied by Mr Elgamel and Graham.

Photograph 7 shows the repair work that had been carried out on the roof, directly above the wall which had been subject to leaking and damp. It was the opinion of Graham that the building work had not cost £3000. Mr Elgamel refused to comment, instead insisting that he was a qualified Chartered Surveyor. I subsequently searched the RICS online database which has no record of a member called Elgamel in London. At a later meeting in July 2006, Mr Elgamel told me that he was currently undergoing training to become a Chartered Surveyor.

Causes on inconvenience – Entering the flat without the prior consent of the tenants

After several incidents in October 2005 involving Regent 2000 employees entering the flat without the prior consent of the tenants, I requested on Tuesday 22nd November 2005, that Regent 2000 honour our legal right to 24 hours written notice of their intentions to visit the flat. I had not made this request in the past as I did not want to jeopardise any maintenance work that might be carried out. My action at this time was prompted by several previous incidents involving Regent 2000 employees entering the flat without permission. One incident is documented in the following email:

“In the future please could you ensure that we have 24 hours notice before any of your representatives come into the flat.

The workmen left two empty drinks cans, one pair of gloves and some used plumbing parts in our flat. This is not acceptable. It is also unacceptable that during their visit on Saturday they used one of our tea towels to wipe up water leaking from a sewage pipe....

To reiterate my first point, in the future we will require 24 hours written notice before you or your representatives enter our flat. We always report maintenance issues promptly. It is unacceptable to have situation like yesterdays, where I requested the plumbers to visit between 9am and 5pm and waited at home all morning and part of the afternoon. The situation was not an emergency. We have told you several times over the last month about the water leaking problems. Our neighbour in the flat beneath us also contacted your office last week to report the problems to you.

Your negligent attitude towards the maintenance of our flat and your legal duties is causing us and our neighbour’s constant stress. I cannot overemphasise how bitterly dissappointed I am with the service I have received from Regent 2000 properties.”

Following my request, Regent 2000 rarely respected our right to live without harassment, leading to an episode that is documented by several letters and emails, as follows.

In a letter dated 21st December 2005 (attached to this document), Regent 2000 properties claim that I (Nicholas Black) refused entry to a Regent 2000 employee who had been sent to fix the leaking water on the 23rd November 2006. In the letter, Mr Bell of Regent 2000 Properties claims that I must pay Regent 2000 Properties £16.00 to cover the congestion charge that their employee paid before I refused him entry. I immediately registered my objections in the following email, sent on the 23rd December, 2005:

“With regards to your recent letter, it is ludicrous for you to suggest that I should pay your congestion charges. Your letter borders on being libellous and betrays your deep misunderstandings of the law. On the 23rd November I turned away a man claiming to be a landlord from the property. As far as I know he was not one of your employees.

On the 22nd November I sent you an email requesting that you give us 24 hours written notice before you or your representatives attend the flat. As I did not have written or even verbal notice of your intentions to send a worker on the 23rd November your claim that I should pay your congestion charge is at best laughable. The fact that I did not turn away your workers on this day is further testimony to your incompetence.

On the 25th November I was in lectures at University College London between 10am and 5pm so could not possibly have turned away your employees.

Do not send letters to the tenants of this property that make false

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claims against me. I will simply add your recent letter to my ever growing list of your inadequacies and ineptness that only further my claim for compensation.”

This form of harassment was characterised by false allegations levelled by Regent 2000 Properties, primarily against myself, which followed my request for compensation that I made to Regent 2000 Properties in December 2005, following advice from Camden Council Housing Advice Service.

Access to the roof of the property is gained via a hatch (marked on the floor plan) that was locked from the inside with a padlock. On returning from the Christmas vacation, we discovered that the lock had been cut from the inside and not re-secured. This means that the flat was not secured for an unknown amount of time over the Christmas vacation. As none of the Tenants cut the lock, I suspect that a Regent 2000 employee was responsible for the action.

Summary

Regent 2000 Properties foster an environment in which tenants become afraid to complain about the substandard conditions in which they live. They were consistently hostile towards our requests for maintenance, making several false allegations against me, including telling the Camden Environmental Health Officers that we had damaged the flat ourselves.

The leaking water, damp, fungus, flies and two ceiling collapses that occurred between October 2005 and April 2006 caused me significant distress and inconvenience, which can be summarised as follows:

- The flat was extremely damp and unpleasant for the entirety of the period in question.
- Regent 2000 Properties made several false allegations against me, questioning my integrity in letters sent to other tenants of the property.
- My university work suffered due to sleepless nights, stress and time spent writing numerous emails to Regent 2000 Properties and time spent facilitating the maintenance of the flat. This was a particular problem for the three weeks leading up to my final examinations in May, during which time I could not stay at the property due to my room being uninhabitable.
- The negligent attitude of Regent 2000 Properties towards the maintenance of the property contributed to a generally unpleasant atmosphere in which to work and live, that caused undue stress to myself, as a tenant at the property.

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