

IN THE COUNTY COURT AT WATFORD

Claim No. K00WD700

BETWEEN

FLEXSPACE NO.2 LLP

Claimant

and

**(1) BOSECOM LIMITED
(2) RAVI KUMAR BOSE**

Defendants

Particulars of Counter Claim

I, RAVI KUMAR BOSE of BOSECOM LIMITED of Registered Office Unit 6, Park House 15-19 Greenhill Crescent Watford WD18 8PH is telling the truth, I swear by it. I do not pretend to be a solicitor or know law to any degree; I believe in the truth and stand by it. I apologise to the court for the length of any and all statements, incorrect formatting or otherwise. I have done everything possible to relay the facts and remove any emotion from the experience in this statement. My only request is that the court show me leniency since I have no means for formal representation.

1. The lease of the premises (the Premises) between Bosecom and FlexSpace began on 1st October 2019 and is set to end on 30th September 2024, a 5-year lease term.
2. Our purpose in taking the Premises, as your client was aware, was to start a trading business for electronics and computer hardware, and we made it clear to your client that we required insurance on the Premises in order to receive credit from suppliers.

Electricity Issues

3. From October 2019 to November 2019, the Premises did not have functioning electricity. We requested the start date to shift to take this into account but your clients refused.
4. Despite promises made by your client to make the building electrically compliant before occupancy, they never completed this and the unit was never compliant.
5. Numerous emails were exchanged between the parties regarding this issue, with ongoing correspondence until January 2020 but, as your clients refused to cooperate, it was impossible to reach a resolution.

6. We have, from the beginning experience electrical issues all reported to the Landlord but always ignored.
7. These issues with producing a valid EICR report or Fire Safety Report breached Clause 5.3 from the Lease

Roof Leaks

8. Throughout the entire occupancy, there were constant roof leaks in the Premises.
9. The area of the roof pertains to the fire escape and thus classifies as a Common Part, therefore it is the duty of the Landlord to rectify said issues under the Lease.
10. This has always been an ongoing issue, and the Landlord again breached constantly Clause 5.1 from the lease.

Fly tipping in walkways

11. Neighbouring tenant engaged in fly tipping outside the Premises, causing further inconvenience and damaging the business, since this area is classified as a communal walkway it comes under a Common parts.
12. These issues were reported to the landlord, but all requests for assistance were ignored, further breaching the Lease Clause 5.4.
13. The Premises entrance on the side of the unit was always riddled with rubbish, this is also a communal walkway and again classifies as a Common part, the Landlord failed to rectify the issue again breaching Lease Clause 5.4

Theft from a secure area:

14. An individual unlawfully gained access to the roof of the building and stole our air conditioner. The site and building should have been secured and no roof access should have been accessible, this is the responsibility of your client and this led us to further costs in replacing the condenser unit of the air conditioner.
15. The Landlord expressed no care and stated it isn't covered.
16. Yet on the Lease Clause 5.2 it clearly states that the Landlord would manage the Estate with Security which was never done.

Persistent Leaks and Inadequate Maintenance

17. The Premises continued to have recurring leaks, and your client made only minimal and ineffectual efforts to address or repair these issues.
18. As a result, a severe leak occurred on the 22nd of February 2023 which caused liquid damage to 8 Mac computers. The hardware was written off and the customer who ordered these no longer wanted them so the business and hardware were lost this also damaged our reputation. And they were deemed a total loss.
19. Over a span of 6 months, numerous communications were sent to your client threatening to withhold rent in a vain endeavour to secure a response. However, despite this "threat" we nevertheless continued to pay the rent.

Lockouts and Rent Payments

20. On April 26th, after receiving the May invoice on April 15th, we were locked out of the Premises. However, rent had been paid in full on that morning. It was not refunded so we saw acceptance of the Rent as establishing our tenancy.
21. On May 5th, the rent was paid within the designated 10-day period, as no direct debit was deducted, again no refund was provided and thus our rent was intact
22. No rent was refunded, and no communications were received from either yourselves or your client. In the circumstances your client is estopped from now claiming forfeiture of the lease although we should make it clear that in our view that forfeiture was never legal in the first place.
23. No invoice was issued on the 15th of May, and we were, unfortunately wrongly, advised by a legal firm not to pay.

Second Lockout and Police Intervention

24. On June 10th, we were locked out of the Premises once again, this time with security personnel and dogs involved.
25. On June 11th, we re-entered the Premises without causing any damage, and the police were present.
26. Rent was paid on June 13th after gaining a clear understanding of the leasehold terms and the lack of proper invoicing.

Fire doors and escapes prevented unlawfully

27. During the second lockout the landlord locked the fire escape, materially putting my contracted staff and my life at risk. We contacted HSA for advice.

Upcoming Renovations and Leasehold Discrepancy

28. The centre manager has informed us that the entire site is scheduled for renovation, and we must vacate by September 2023. We have video and audio recordings of the centre manager confirming this on multiple occasions and other tenants are all out of contract by September 2023.

29. We have a letter from another tenant that shows the Landlord stating that the site is for demolition in September 2023
30. However, our leasehold agreement with your client extends until 2024. If the manager is correct, and we see no reason to disbelieve him, then your clients are, or will be, in breach of their implied covenants of non-derogation of grant and quiet possession. manager confirming this on multiple occasions and other tenants are all out of contract by September 2023.

The Relief Sought

- (1) Contracts dependant on insurance with large firms in the UK and externally require full insurance of the premises, these contracts were lost due to not being able to get these necessities. These three contracts amount to £ 65,000 per month for the Manufacturer services offered by BOSECOM LIMITED
- (2) Without a complaint unit BOSECOM LIMITED was denied essential business insurance to employ staff.
- (3) BOSECOM LIMITED was denied ISO accreditations due to lack of insurance further hindering business growth.
- (4) Damages for your client's breach of the implied covenant for quiet enjoyment by their persistent failure to rectify the problems as outlined above.
- (5) Damages for the Landlords derogation of grant. This sum should amount to a property of similar size and requirement in the area of Watford.
- (6) Damages for the cost we have been obliged to expend to replace equipment damaged by water ingress, such water damage arising after we had warned your clients and after they had a reasonable and proper time to rectify the problem.
- (7) The pre-tenancy deposit paid as consideration prior to the execution of the lease agreement.
- (8) Rent losses attributable to electrical issues for the period of October 2019 to November 2019.
- (9) Business interruption damages incurred during the period of October 2019 to November 2019.
- (10) Loss of business damages resulting from the lack of insurance coverage caused by the unsatisfactory condition of the leased Premises.
- (11) Property damages arising from the faulty locks and doors.
- (12) Damages for the severity of stress causing to myself leading to insomnia which has been documented as due to this situation since February 2023.

STATEMENT OF TRUTH

I, RAVI KUMAR BOSE, Once again expresses that everything that I have stated is the truth and is honest. I have absolute belief in the truth and believe the court will verify my claims made.

Signed: Ravi Kumar Bose

Dated 27 SEPTEMBER 2023