



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY) &**

**IN THE COUNTY COURT at  
Wandsworth, sitting at 10 Alfred  
Place, London WC1E 7LR**

**Tribunal reference** : **LON/00AN/LSC/2021/0249**

**Court claim number** : **H39YX411**

**HMCTS Code** : **V: CVPREMOTE**

**Property** : **Flat 19 Westside, Ravenscourt  
Park, London, W6 0TY**

**Applicant/Claimant** : **WTA Limited**

**Representative** : **Winston Jacob (Counsel)**

**Respondent/Defendant** : **Mohammad Hossein Abolghasem**

**Representative** : **In person**

**Tribunal members** : **Judge Robert Latham  
Jane Mann MCIEH**

**In the county court** : **Judge Robert Latham**

**Date of hearing** : **13 December 2021**

**Date of decision** : **4 January 2022**

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**DECISION**

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### **Covid-19 pandemic: description of hearing**

This has been a remote video hearing which has not been objected by the parties. The form of remote hearing was V: **CVPREMOTE**. A face-to-face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. The tribunal has had regard to the bundle of documents prepared by the Applicant for the hearing which totals 617 pages.

This decision takes effect and is 'handed down' from the date it is sent to the parties by the tribunal office:

### **Summary of the decisions made by the Tribunal**

The following sums are payable by the Mr Abolghasem to WTA Limited by 19 February 2022:

- (i) Service charges: £2,820;
- (ii) Administration charges: £90.

### **Summary of the decisions made by the Court**

The following sums are payable by Mr Abolghasem to WTA Limited by 19 February 2022:

- (iii) Ground rent: £1,000;
- (iv) Contractual Costs: £6,000.

The Court has struck out Mr Abolghasem's Counterclaim.

### **The Proceedings**

1. This application relates to Flat 19 Westside, Ravenscourt Park, London, W6 0TY. Westside is a purpose-built block of 20 flats which was constructed in the 1930s. The block looks out onto Ravenscourt Park in Hammersmith. The Applicant's lease is dated 25 May 1999 which grants a term of 999 years from 24 June 1998. The Applicant acquired his leasehold interest on 29 November 2011 for a premium of £440k. Since 24 June 2020, Regents Letting & Property Management Limited ("Regent Property") have managed the block.
2. On 1 April 2021, the Applicant landlord issued proceedings in the Money Claims Centre (at p.3-9) claiming: (i) service charges of £2,820; (ii) administration charges of £340; (iii) ground rent of £1,000; and (iv) contractual costs of £1,680 (with further sums to be assessed). There is no claim for interest. The service charge claim related to a

demand, dated 24 June 2020, for an interim service charge for the year 24 June 2020 to 23 June 2021. A budget was attached.

3. On 9 May 2021 (at p.47-50), the Respondent tenant filed a Defence and Counterclaim:

(i) His Defence is set out in a letter (p.49-50). The Respondent raises four issues: (a) He was not satisfied with the new fire resistant front doors proposed by the Applicant and had installed his own; (b) The unsatisfactory manners in which the Applicant had replaced the lift lobby carpet, as a result of which his mother had tripped; (c) Making safe the lift hatch door which had been left insecure; and (d) He had been given inadequate notice of the Applicant's intention to paint his windows in 2019 as a result of which he had been required to pay for works which had not been executed. There was no challenge to any of the service charge items which had been included in the budget for 2020-21. He rather seemed to plead an equitable set-off which he had failed to quantify.

(ii) He counterclaims a sum of £8,500. He states that his claim is for "The cost of works carried out by contractor – costs of materials – cost of time. Reclaim the cost works by others. Compensation caused by anxiety/stress". He states that the reasons for the Counterclaim is "The money which WTA owe me. Not following their obligation. Overcharged me for works they have not carried out rightly." He does not explain how the sum of £8,500 is computed.

4. On 23 June 2021, the case was transferred to the County Court at Wandsworth. On 9 July 2021, DDJ Davis made an order: "Send to First-tier Tribunal (Property Chamber)".
5. On 24 August 2021, the Court/Tribunal held a Case Management Hearing ("CMH"). The Applicant was represented by Mr Wragg (Counsel). The Respondent appeared in person. The Court/Tribunal held the CMH so that the issues in dispute could be identified and Directions given so that these could be determined fairly and in a proportionate manner. The Judge allocated the case to the small claims track.
6. The Judge recorded that the Respondent was challenging the reasonableness and the payability of the service charges. The Respondent agreed that he had not paid any court fee in respect of the Counterclaim and stated that he would pay this. The Directions provided that if the Court/Tribunal was notified that the fee had been paid, Directions for the Counterclaim would be given on the papers.
7. The Judge made a series of Directions pursuant to which:

(i) On 1 September, the Applicant disclosed the relevant documents relating to its claim (at p.64-73). This included: (a) a Statement of Account (at p.64); (b) the Service Charge Budget for 2020-21 (p.65); (c) the service charge demand, dated 24 June 2020, demanding the advance service charge payable for 2020-21 in the sum of £2,820 (p.66-7); (d) the demands for administration charges of £90, dated 25 September 2020 (p.68-9) and £240, dated 7 October 2021 (p.45); (e) four demands for the payments of ground rent for the years 2017 to 2020 (p.69-73). These rent payments had become due on 24 June of each year. It would seem that these were first demanded in August 2020. All the demands were accompanied by the requisite Summary of Rights and Obligations and other information required by statute.

(ii) On 22 September, the Respondent provided his Statement of Case (at p.74-84). This addresses a range of complaints relating to the manner in which the Applicant had managed the building, including the four matters which he had raised in his defence. He does not dispute his liability to pay the interim service charges or the reasonableness of the sums included in the budget.

(iii) On 14 October, the Applicant filed its Statement of Case (at p.85-88). The Applicant notes that the Respondent had not complied with the Directions in that he had failed to provide a schedule indicating which service charge items are disputed. The Applicant concisely summarises the substance of its claim.

(iv) On 20 October, the Applicant filed a witness statement from Alexander Marshall-Clarke (at p.93-251). He is Head of Block Management at Regent Property, the managing agents. He exhibits a number of documents to his statement and addresses the issues raised by the Respondent in his Statement of Case.

(iv) On 22 October, the Respondent filed a Reply (at p.89-92). The Directions permitted the Respondent to file a Reply to the Applicant's Case. The purpose of this provision was to enable the Respondent to address any points raised by the Applicant in its Statement of Case which the Respondent had not been able to anticipate in his Statement of Case. The Respondent's Reply did not respond to the points raised by the Applicant. He rather included a "Statement of Cost and Expenditure to be Claimed from WTA" which framed a new Counterclaim in the sum of £33,874.40.

8. The Applicant has filed a Bundle of Documents. The Applicant had difficulty preparing the bundle as the Respondent provided his documents in a disordered run of emails with unorganised attachments. As a result of further Directions issued on 4 November (at p.61), the Respondent provided a hard copy of his documents together with an index. These have been included at p.256-617 of the Bundle.

9. On 8 December, the Respondent emailed the Case Officer a Notice of Issue and a draft Order in an action which he had issued against the Applicant in the County Court Money Claims Centre under Case No. H7QZ8NIC. No further explanation was provided about these proceedings.
10. On 10 December, the Applicant served a N260 Schedule of Costs claiming contractual costs in the sum of £7,294.40. On 10 December, the Respondent served his own Schedule of Costs in the sum of £6,000.

### **The Hearing**

11. The Applicant landlord was represented by Mr Winston Jacob (Counsel) instructed by PDC Law. He provided a Skeleton Argument and a Bundle with two authorities. He adduced evidence from Mr Alexander Marshall-Clarke. Mr Abolghasem appeared in person and gave evidence.
12. These proceedings are being administered by the Tribunal under the Deployment Pilot Scheme. Judge Latham will deal with all the issues in the case, including ground rent and costs, at the same time as the Tribunal decides the payability of the service and administration charges. Judge Latham (sitting alone as a District Judge of the County Court) will make all necessary County Court orders.
13. Mr Jacob made two initial applications:
  - (i) that the Respondent be debarred from taking part in the proceedings for failing to comply with the Directions. The Respondent had failed to file a Schedule identifying the service charge items that he disputed. This is a matter for the Tribunal to determine in accordance with Rule 9 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the Tribunal Rules”).
  - (ii) that the Counterclaim should be struck out. Mr Jacob points out that no fee has been paid in respect of the Counterclaim. This had been raised at the CMH (see [6] above). Had the fee been paid, the Respondent should have notified the Court/Tribunal and further Directions would have been given for the determination of the Counterclaim. This is a matter for Judge Latham to determine in accordance with Rule 3.4 of the Civil Procedure Rules 1998 (“the CPR”).
14. Mr Abolghasem explained that he had sought to pay the fee in respect of the Counterclaim. He had unsuccessfully sought to telephone the County Court at Wandsworth. He had then resorted to the internet. He had been given to understand that he needed to file a new Claim Form. He had done so and had paid an issue fee of £450. He had sought to

issue his claim under Case No. H39YX411. The Court had rather issued a new claim under Case No.H7QZ8NIC.

15. The Tribunal granted a short adjournment and Mr Jacob emailed a copy of the Claim Form in Case No. H7QZ8NIC. On 20 October 2021, the Respondent had issued these proceedings in the County Court Business Centre. On 25 October, the proceedings were served on the Applicant. The Respondent claims the following sums: (i) Pyrolec Ltd to claim back: £350; (ii) Upgrading fire door flat 19: £550; (iii) Lift Hatch safety work: £270; (iv) Lobby Carpet Safety work: £280; (v) Time spent to interview contractors: £1,500; (vi) Claim back window maintenance: £1,300; (vii) Budget forecast required to maintain external window to Flat 19: £5,000. The total claim is for £9,705.
16. Mr Jacob informed the tribunal that on 11 November, the Applicant had applied to the Money Claims Centre to stay Case No. H7QZ8NIC until 14 February 2022, pending a determination of this Claim. The Tribunal has been provided with a draft Order which has been sent to the Money Claims Centre. It seems that no order has yet been made.

**The Application to Strike out the Counterclaim – Judge Latham**

17. Judge Latham is satisfied that he has no option but to strike out the Counterclaim under CPR 3.5 on the ground that the Respondent has failed to comply with the Directions which were given at the CMH:
  - (i) A fee is payable if a defendant wishes to pursue a counterclaim. At the CMH, the Respondent was directed that if he wished to proceed with his Counterclaim, he had to pay the appropriate fee to the County Court and notify the Tribunal that he had done so. He has not done so.
  - (ii) Had the Respondent thought that the £450 paid in respect of Case No. H7QZ8NIC had complied with this Direction, he should have notified the Tribunal of this. He only notified the Tribunal of these proceedings at 21.35 on 8 December. He did not suggest that these proceedings related to the Counterclaim before this Tribunal.
  - (iii) The Respondent has framed his Counterclaim in a number of different ways: (a) the original pleading, dated 9 May 2021 (at 48). This is quantified at £8,500, but no explanation is provided as to how this sum is computed. (b) The Respondent’s Reply (at p.89-92) which includes a “Statement of Cost and Expenditure to be Claimed from WTA” in the sum of £33,874.40; and (c) The Claim Form filed in Case No. H7QZ8NIC in the sum of £9,705. No application has been made to transfer this Claim to the Tribunal.

(iv) These are County Court proceedings. If a party wish to amend their case, they required the permission of the Court to do so. The Respondent has not applied for permission.

(v) Had this Court/Tribunal been notified of the Counterclaim that the Respondent seeks to pursue and that the appropriate fee had been paid, it would have given directions so that it could be determined fairly and in a proportionate manner. The Applicant was entitled to know the nature of the case that it has to answer and to be provided with an opportunity to file its case in response. No such opportunity has been provided to the Applicant.

18. In striking out the Counterclaim in these proceedings, the Court is making no findings on the merits of the issues that Mr Abolghasem has raised. His Claim in Case No. H7QZ8NIC is still pending before the County Court Money Claims Centre. The Court urges Mr Abolghasem to take legal advice before any further steps are taken in these proceedings. It is unclear how he frames his claim, namely whether he is challenging service charges which he has been required to pay (a matter for this Tribunal) or whether it is a claim for breach of covenant/disrepair (a matter for the County Court).

### **The Application to Debar the Respondent – the Tribunal**

19. The Tribunal was not willing to debar the Respondent from taking further part in the proceedings pursuant to Rule 9 of the Tribunal Rules. The Tribunal accepts that the Respondent failed to file any schedule challenging any of the items in the service charge budget for 2020/21. However, he is entitled to put the Applicant to proof and establish that it is entitled to recover the sums claimed.

### **The Lease**

20. The Respondent occupies Flat 19 pursuant to a lease dated 25 May 1999 (at p.15) and grants a term of 999 years from 24 June 1998. The following provisions of the lease are relevant:

(i) The demised premises include the door, door frames and window frames (other than the external surfaces of such door, door frames and window frames (the First Schedule);

(ii) The tenant covenants to:

(a) pay rent of £250 per annum on 24 June of each year without any deduction or set-off (Clause 3(1) and paragraph 7);

(b) pay the lessor all costs, charges and expenses, including solicitor's and counsel's costs and fees incurred by the lessor in or in contemplation of any proceedings under sections 146 or 147 of the Law of Property Act 1925 (Clause 3(9));

(c) repair, maintain and renew the demised premises (Clause 4(1));

(d) pay an interim service charge and service charge in the manner provided in the Fifth Schedule (Clause 4(4)). The tenant's contribution to the service charge is 5% (paragraph 5); The service charge is recoverable in default as rent in arrears (Clause 4(3)).

(iii) The lessor covenants to

(a) maintain and keep in good and substantial repair the main structure of the building (Clause 5(a));

(b) paint the whole of the outside wood, iron or other work of the building (Clause 5(b)); and

(c) insure the building (Clause 5(c)).

(iv) The service charge provisions are set out in the Fifth Schedule. This makes provision for an interim service charge to be payable on 24 June of each year. The accounting period commences on 24 June and end on 23 June.

### **The Background**

21. On 29 November 2011, the Respondent acquired the leasehold interest in Flat 19. This is a two bedroom flat on the fourth floor of a five storey block. The Respondent occupies the flat with his mother who is aged 83. The Respondent is a construction manager. There are 20 flats in the block. There are two separate entrances, with two flats on each of the five floors. All are a similar design and have two bedrooms.
22. On 25 May 1999, the lease in Flat 19 was granted by Placecode Limited. At some date, apparently in about 2002, the freehold interest was acquired by the Applicant. WTA Limited is owned by the 20 leaseholders. Each leaseholder owns one share and pays 5% towards the service charges.
23. It is apparent that there have been a number of problems with the leases. These have been granted for different terms and at different rents. The directors have been seeking to ensure that all leaseholders



hold their leases on similar terms, paying a peppercorn rent. The Respondent has not agreed to this and is still obliged under his lease to pay a ground rent of £250 per annum. It seems that it had not been demanded for a number of years.

24. On 24 June 2020, Regent Property took over the management of the block. It seems that there have been a number of managing agents over recent years. It is apparent that the Respondent has not been happy with the manner in which the block has been managed over a number of years. In 2018, the Respondent agreed to be a director. However, this did not work out and he resigned after a number of months. Mr Marshall-Clarke states that he did not understand his duties as a director.
25. The Respondent states that he has always paid his service charges. This is not strictly correct. In 2014, the Applicant issued proceedings in the County Court for arrears of service charges of £1,161.37. On 17 November 2014, a Tribunal in LON/00AN/LSC/2014/0354 found that this sum was payable (at p.104). The Respondent had adopted a somewhat unusual stance. He had not withheld the sums because he thought that the sums demanded for a reserve fund were too high. He rather stated that the reserve fund provision should have been higher. Major works were necessary and were long overdue. He seems to have withheld these sums because he had not received adequate explanations from Defries & Associates, who were then managing the block.
26. The Respondent has filed a bundle 362 pages of documents. Most of these are irrelevant to the issues that we are required to determine. For example, he complains about the fire-resistant front doors which the Applicant installed in 2019. He was not satisfied with the doors that the Applicant installed and installed his own door. Under their leases, the tenants were liable to maintain their front doors. It is unclear whether the Applicant has wrongly charged this expense to the service charge account. If so, it would be open to the Respondent to challenge the final service charge accounts for that year. He has not done so. He rather seeks to counterclaim for the cost that he has incurred in replacing his front door. We have struck out that counterclaim because he failed to comply with the Directions given at the CMH.
27. In 2019, the Applicant proposed to carry out a programme of external decorations. A number of windows were in disrepair and needed to be repaired before they were painted. The Respondent complains that he was only given one month's notice of this proposed work and that he considered this to be inadequate. Again, he has not issued any application to challenge the service charges demanded for this year.
28. The Respondent complains that the Applicant left the lift hatch door insecure. This forms part of the common parts. On 16 November 2020,

the Respondent informed Regent Property that if this was not secured, he would carry out the works himself. He would charge a fee of £250 plus materials. The On 17 November, Regent Property responded that they would arrange for a better lock to be installed. He was told that he had no right to carry out any works in the communal areas. The Applicant subsequently refused to pay a bill submitted by the Respondent.

29. The Tribunal is required to determine a claim which has been transferred from the County Court. Any party is required to plead the substance of their case. The Respondent has failed to do so. This Tribunal is used to dealing with litigants in person. A CMH was held at which a Procedural Judge sought to identify the issues in dispute and give Directions as to how the parties should prepare their cases. The Respondent has failed to heed these Directions. At a late stage, he sought to fundamentally change his case to plead a Counterclaim in the sum of £33,874. It is not open to any party to do this.
30. The Respondent complained that having received the annual service charge demand on 18 May 2021, he had sought to exercise his statutory right under section 22 of the Landlord and Tenant Act 1985 to inspect the accounts, invoices and receipts. This is not part of the current claim.
31. The Tribunal is required to determine the Applicants claim for arrears of ground rent, service charges and for administration fees. The Applicant also claims contractual costs pursuant to the terms of the Respondent's lease.
32. On 24 June 2020, Regent Property assumed responsibility for the management of the block. They had prepared a draft budget for the service charge year 24 June 2020 to 23 June 2021 (at p.65). On the same day, Regent Property issued a service charge demand for his 5% liability, namely £1,820 (p.66). This included the requisite Summary of Rights and Obligations (p.67).
33. Regent Property also issued four demands in respect of the ground rent for the years 2017, 2018, 2019 and 2020 (p.70-3). These included the requisite statutory information.
34. On 10 August (p.428), the Respondent sent an email to Mr Marshall-Clarke suggesting that he had been targeted by the directors of the Applicant Company because of their racist behaviour and incompetence. He requested information about the sums paid by other tenants. On 27 August (p.254), Regent Property warned the Respondent that a late payment fee of £75 would be charged if the outstanding debt was not paid. On 9 September (p.253), the Respondent replied stating that he was facing financial difficulties. By

return (p.252), Mr Marshall-Clarke suggested a repayment plan. This was not agreed.

35. On 25 September 2020, Regent Property demanded a late payment charge of £90 (p.68). It was accompanied by the requisite summary of Rights and Obligations (p.69).
36. On 7 October (p.46), Property Debt Collection Limited sent a pre-action letter. The letter referred to the risk of forfeiture, if the Respondent did not clear the debt. The letter claimed an additional administration fee of £250. However, this demand was not accompanied by the requisite Summary of Rights and Obligations.
37. On 1 April 2021, the Applicant issued these proceedings in the Money Claims Centre. None of the sums which had been demanded had been paid.

### **The Claim for Ground Rent - Judge Latham**

38. The Applicant claims arrears of ground rent for the years 2017, 2018, 2019 and 2020. The demands are at p.70-3. The rent of £250 became payable on 24 June of each year, regardless of whether or not the landlord had formally demanded the sum. It seems that it may not have been previously demanded because of the confusion over which tenants were obliged to pay a ground rent. Some tenants have been granted lease extensions and are only required to pay a peppercorn.
39. Judge Latham is satisfied that the rent demanded is due. The Respondent has not suggested that he has paid these sums. Ground rent of £1,000 is payable. No interest is claimed.

### **The Claim for Service Charges - the Tribunal**

40. On 24 June 2020 (p.66), Regent Property demanded payment of £2,820 in respect of the interim service charge payable for 2020/21. A budget for the year was provided (p.65). The demand included the requisite Summary of Rights and Obligations (p.67).
41. The Respondent did not challenge any of the items included in the budget. Neither did he suggest that the budget was too high. He states that he has taken the stance over many years that the service charge has been too low and should be higher. The Tribunal is therefore satisfied that service charges of £2,820 are payable.
42. The Tribunal notes that it is only dealing with an interim service charge based on a budget. At the end of the financial year, the Applicant will be obliged to produce service charge accounts for the year. It is always

open to him at this stage to argue that any item is not payable under the terms of his lease or is unreasonable. The Respondent referred the Tribunal to the sums of £4,700 which had been included in the budget for repairs and maintenance and £10,000 for external decoration. His concern seemed to relate to the actual services that were provided. These can only be considered in the context of the final accounts for the year.

**The Claim for Administration Charges - the Tribunal**

- 43. The Applicant claims two administration charges. On 25 September 2020, Regent Property demanded a late payment charge of £90 (p.68). It was accompanied by the requisite summary of Rights and Obligations (p.69). The Tribunal is satisfied that this sum is payable and reasonable. The sum was levied three months after the service charge had initially been demanded.
- 44. On 7 October (p.46), Property Debt Collection Limited sent a pre-action letter. The letter claimed an additional administration fee of £250. However, this demand was not accompanied by the requisite Summary of Rights and Obligations. The Tribunal is therefore satisfied that this sum is not payable. Mr Jacob stated that this sum is not included in the Applicant’s claim for contractual costs.

**The Claim for Contractual Costs – Judge Latham**

- 45. This Tribunal is normally a “no costs” jurisdiction. Penal costs can only be awarded in respect of unreasonable conduct under Rule 13(1)(b) of the Tribunal Rules. However, the Applicant claims its costs under Clause 3(9) of the lease. Judge Latham is satisfied that these proceedings were brought in contemplation of forfeiture, if the outstanding arrears are not cleared.
- 46. The Applicant has served a Form N260 Statement of Costs (Summary Assessment) claiming costs in the sum of £9,693.72. The majority of the work has been carried by a Grade D Solicitor at a rate of £150 per hour, supervised by a Grade C Solicitor charging £220 per hour. The following costs are claimed:

Solicitors’ costs	£3,412.00
Counsel’s fees	£2,500
Court Fees	£200
VAT on solicitors’ and counsel’s fees	£1,182.40
<b>Grand total</b>	<b>£7,294.40</b>

47. Judge Latham must assess this claim for costs having regard to CRR 44.5 which provides:

“(1) Subject to paragraphs (2) and (3), where the court assesses (whether by summary or detailed assessment) costs which are payable by the paying party to the receiving party under the terms of a contract, the costs payable under those terms are, unless the contract expressly provides otherwise, to be presumed to be costs which—

- (a) have been reasonably incurred; and
- (b) are reasonable in amount,

and the court will assess them accordingly.

(2) The presumptions in paragraph (1) are rebuttable. Practice Direction 44—General rules about costs sets out circumstances where the court may order otherwise.

(3) Paragraph (1) does not apply where the contract is between a solicitor and client.”

48. In *Chaplain Ltd v Kumari* [2015] EWCA Civ 798; [2015] HLR 36, the Court of Appeal provided useful guidance. An order for the payment of costs by one party to another is always a discretion under section 51 of the Senior Courts Act 1981. However, where there is a contractual right to the costs, the discretion should ordinarily be exercised so as to reflect the contractual right.
49. The Applicant has succeeded in its claim. This was a modest claim for arrears totalling £4,160. The Court/Tribunal has found that a total of £3,910 was payable. The Tribunal allocated this case to the small claims track. The majority of the work has been carried by a Grade D Solicitor at a rate of £150 per hour, supervised by a Grade C Solicitor charging £220 per hour. PDC Law is based in Hertford. These rates are somewhat higher than the Guideline Hourly Rates which have been approved from 1 October 2021, which are £177 for a Grade C and £126 for a Grade D Fee Earner.
50. The Court/Tribunal held a CMH. This was necessary to clarify the issues that the Respondent sought to raise. The Respondent has subsequently changed his position on a number of occasions. He has sought to plead Counterclaims in various sums. The Court has struck these out. This case has generated a large number of documents most of which have related to the various counterclaims. The Grade D fee earner has spent 5 hours drafting the witness statement of Mr Marshall-Clarke. This statement needed to address the range of issues which had been raised by the Respondent. The fee earner spent 6 hours

preparing the bundle of documents. This was not an easy task given the disordered manner in which the Respondent had provided his documents. Counsel charges a brief fee of £2,000, which is high for this modest claim.

51. Taking all these factors into account, Judge Latham is satisfied that the sum sought is unreasonably high. He assesses costs in the sum of £6,000, including VAT.
52. The Respondent has produced his own Schedule of Costs in the sum of £6,000. He has no contractual right to his costs under the lease. As noted, the tribunal is a “no costs jurisdiction”. Had he been successful, he would have been entitled to claim modest costs in respect of his costs incurred in the County Court jurisdiction. His defence has failed. His counterclaim has been struck out. He is therefore not entitled to any costs.

**Judge Latham**  
**4 January 2022**

## ANNEX - RIGHTS OF APPEAL

### *Appealing against the tribunal's decisions*

1. A written application for permission must be made to the First-tier Tribunal at the Regional tribunal office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional tribunal office within 28 days after the date this decision is sent to the parties.
3. If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must state the grounds of appeal, and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers
5. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.

### *Appealing against the County Court decision*

1. A written application for permission must be made to the court at the Regional tribunal office which has been dealing with the case.
2. The date that the judgment is sent to the parties is the hand-down date.
3. From the date when the judgment is sent to the parties (the hand-down date), the consideration of any application for permission to appeal is hereby adjourned for 28 days.
4. The application for permission to appeal must arrive at the Regional tribunal office within 28 days after the date this decision is sent to the parties.
5. The application for permission to appeal must state the grounds of appeal, and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers.
6. If an application is made for permission to appeal and that application is refused, and a party wants to pursue an appeal, then the time to do so will be extended and that party must file an Appellant's Notice at the appropriate County Court (not Tribunal) office within 14 days after the date the refusal of permission decision is sent to the parties.

7. Any application to stay the effect of the order must be made at the same time as the application for permission to appeal.

*Appealing against the decisions of the tribunal and the County Court*

In this case, both the above routes should be followed.