



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

Case reference : **LON/00BK/OC9/2021/0242**

Property : **Flat 11, Oslo Court , Prince Albert Road,
London , NW8 7EN**

Applicant : **Yelena Konnova**

Representative : **On Papers**

Respondent : **Brickfield Properties Limited**

Representative : **On Papers**

Type of application : **Section 91 of the Leasehold Reform,
Housing and Urban Development Act
1993**

**Tribunal
member(s)** : **Mr Richard Waterhouse MA LLM
FRICS**

**Date and venue of
hearing** : **Remote hearing on papers**

Date of Decision : **28 April 2022 Amended 16 May 2022**

DECISION

Covid-19 pandemic : description of hearing

This has been a remote hearing on the papers, which has been consented to by the parties. The form of remote hearing was P: PAPERREMOTE. A face to face hearing was not held because it was not practicable and all issues could be determined in a remote hearing.

Introduction

1. This is an application made by the Applicant under section 91 of the Leasehold Reform, Housing and Urban and Development Act 1993 (as amended) (“the Act”) for a determination of the statutory costs payable by the Applicants under section 60 of the Act for the grant of a new lease in relation to the property known as Flat 11, Oslo Court , Prince Albert Road , London NW8 7EN (“the property”).
2. The Freehold title of Oslo Court , Prince Albert Road , London NW8 7EN is subject to a head lease held by Brickdale Properties Limited. The Respondent is the competent landlord for the purposes of the Act.
3. On or about 29th April 2020 the Applicant made an application for the grant of a new lease by way of Notice of Claim pursuant to the provisions of Chapter II of the Act. Previously the Applicant had made an earlier claim which was not pursued and deemed withdrawn.
4. On or about 24th June 2020 Brickfield served a counter notice pursuant to Section 42 (2) (a) of the Act accepting the Tenant’s entitlement to the grant of a new lease.
5. On the 2nd December 2021 the lease was completed , however, costs pursuant to Section 60 were not agreed and the Applicant made an application seeking determination of costs recoverable on 16th December 2021.
6. A breakdown of the Respondent’s legal costs has been provided pursuant to the Tribunal’s Directions.
7. The Applicant has provided their submissions through a Statement of Case.
8. The Tribunal has considered all submissions carefully.
9. Section 60 of the Act provides:

Costs incurred in connection with new lease to be paid by tenant.

- (1) Where a notice is given under section 42 , then (subject to the provisions of this section) the tenant by whom it is given shall be liable , to the extent

that they have been incurred by any relevant person in pursuance of the notice, for the reasonable costs of and incidental to any of the following matters, namely-

- (a) any investigation reasonably undertaken of the tenant's right to a new lease;
 - (b) any valuation of the tenant's flat obtained for the purpose of fixing the premium or any other amount payable by virtue of Schedule 13 in connection with the grant of a new lease under section 56;
 - (c) the grant of a new lease under that section;
- but this subsection shall not apply to any costs if on a sale made voluntarily a stipulation that they were to be borne by the purchaser would be void.

- (2) For the purposes of subsection (1) any costs incurred by a relevant person in respect of professional services rendered by any person shall only be regarded as reasonable if and to the extent that costs in respect of such services might reasonably be expected to have been incurred by him if the circumstances had been such that he was personally liable for all such costs.
- (3) Where by virtue of any provision of this Chapter the tenant's notice ceases to have effect, or is deemed to have been withdrawn, at any time, then (subject to subsection (4)) the tenant's liability under this section for costs incurred by any person shall be a liability for costs incurred by him down to that time.
- (4) A tenant shall not be liable for any costs under this section if the tenant's notice ceases to have effect by virtue of section 47(1) or 55(2).
- (5) A tenant shall not be liable under this section for any costs which a party to any proceedings under this Chapter before a leasehold valuation tribunal incurs in connection with the proceedings.
- (6) In this section "relevant person", in relation to a claim by a tenant under this Chapter. Means the landlord for the purposes of this Chapter, any other landlord (as defined by section 40(4)) or any third party to the tenant's lease.

Decision

10. The Tribunal's determination took place on 28 April 2022 and was based solely on the written representations filed by the Respondent and Applicant. The Tribunal's approach was to conduct what effectively amounts to a summary assessment of the costs.

11. As stated earlier, this matter relates to the Respondent's costs incurred in a relatively standard the lease extension.

Legal Fee Earner & Hourly Rate

12. Whilst this may have appeared to be a relatively straightforward matter, the Tribunal's view was that this is a highly technical area of law conducted by the

Respondent's solicitors with the requisite knowledge and experience in this field of work.

13. However, as stated earlier, this was a relatively straight forward lease extension transaction and therefore the Tribunal is content with the hourly rate of £495 claimed for partner involvement and £385 claimed for their assistant.

14. The Tribunal found that a time of say 6 hours would be reasonable and split between partner level of 4 hours and assistant of 2 hours. Therefore, the costs allowable under this section are 4 x £495 giving £1980 plus 2 x £395 giving £790 providing a total of £2770 plus VAT.

Valuer's fees

15. The valuers fees were accepted as reasonable by the Applicant at £1000 plus VAT to which the Tribunal concurs.

Disbursements

16. These are allowed as claimed, being £21.60 including VAT for the Land Registry fees and £23.32 including VAT.

17. Accordingly, the Respondent's statutory legal , **valuation**, and disbursement costs that are recoverable from the Applicant's are **£4568.92 including VAT.**

R Waterhouse

Name: Richard Waterhouse

**Date: 28 April 2022 amended
16th May 2022**

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

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.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

