



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

Case reference : **LON/00AP/OC9/2023/0013**

Property : **59A Grove Park Road, London N15 4SL**

Applicant : **Olanrewaju Ashagbe**

Representative : **N/A**

Respondents : **Susan Drake**

Representative : **Stennett & Stennett**

Type of application : **Section 60(1) costs – Leasehold Reform,
Housing and Urban Development Act 1993**

Tribunal : **Judge Tagliavini
Mrs S Redmond MRICS**

Date of decision : **20 June 2023**

DECISION

The tribunal's summary decision

- (1.) The tribunal finds it has no jurisdiction in respect of the costs arising in respect of the service by the Applicant of the section 42 Notices of Claim dated 28/11/2018 and 06/08/2020 these having been included in the Settlement Agreement made between the parties in the County Court Claim No. H00ED325 dated 24/01/2022.
 - (2.) As there has been no application made in respect of the costs arising from the section 42 Notice of Claim dated 18/01/2022 the tribunal has no jurisdiction over such costs until such time as an application is made in respect of these.
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The application

1. This is an application made pursuant to section 60(1) of the Leasehold Reform, Housing and Urban Development Act 1993 seeking the tribunal's determination in respect of the costs payable by the applicant in respect of the relevant costs arising from the applicant's seeking to extend the lease of the subject property at 59A Grove Park Road, London N15 4SL.

Background

2. In the application dated 20/01/2023 the applicant has not specified which Notice of Claim he now seeks the tribunal's determination as to the respondent's reasonable costs which he is liable to pay. Although the applicant makes reference to certain amounts charged by the respondent it is not clear to what Notice of claim these refer to. In the applicant's Statement of Case and Legal Submission the applicant refers to three section 42 Notices of Claim and states:
 - (i) Notice of Claim dated 28/11/2018: Costs not settled in the county court and therefore fall within the tribunal's jurisdiction.
 - (ii) Notice of Claim dated 06/08/2020: Cost order agreed in the County Court related only to the Applicant's failed application for a Vesting Order and states '*Edmonton County Court has not awarded costs in regard to the conveyancing of the lease extension.*'
 - (iii) Notice of Claim dated 18/01/2022: The applicant states, '*We hope to make another Section 60 application for the Section 42 served on 18-01-2022*' and '*This is my current application for a lease extension and is yet to be completed and it does not make any sense for me to make an application for assessment of costs under section 60(1) until this is concluded. There will be a separate application for assessment of costs under section 60(1) once the deal is concluded.*'

3. However, the respondent in its Statement of Case (undated) states *‘The Tribunal is required to determine the costs of the Respondent in respect to the section 42 Act notice dated 18/01/2022 only. The Tribunal does not have jurisdiction to determine costs in respect to the section 42 Act notice dated 28/11/2018 because an award of costs was made by Edmonton County Court on 24 January 2022.*
4. Although, the applicant in his Statement of Case makes reference to the unreasonableness of the respondent’s costs incurred in respect of the Notice of Claim dated 18/01/2022, the applicant, is adamant the current application does not concern these costs. Therefore, albeit reluctantly, the tribunal determines the current application concerns only the tribunal’s determination of the respondent’s reasonable costs in respect of the Notice of Claim dated 28/11/2018 and/or 06/08/2020.

The hearing

5. Neither party requested an oral hearing and therefore the application was determined on the papers received from the parties. The applicant relied on a bundle containing 160 electronic pages and the respondent relied on a bundle of 11 electronic pages.

The tribunal’s decision and reasons

6. The tribunal finds the Settlement Agreement made by the parties under Claim No. H00ED325 and reflected in the Order of DDJ Sharkey dated 06/01/2022 deals with the respondent’s costs in relation to the Notices of Claim dated 28/11/2018 **and** 06/08/2020 as well as the costs of the failed Vesting Order.
7. Although, the tribunal finds the Settlement Agreement could have been more clearly worded as to what the agreed sum of £12,243.10 included, the tribunal finds in light of the respondent’s representations, this sum includes the s.60 (conveyancing) costs arising from the claim notices dated 28/11/2018 and 06/08/2020 as well as the costs of the failed application for a Vesting Order. Therefore, the tribunal no longer has jurisdiction over these costs, the parties having themselves reached an agreement in respect of them. Consequently, while the tribunal does not have jurisdiction over the costs relating to the two earliest Notices of Claim the respondent is not able to demand any further sums in respect of them.
8. As there is no application before the tribunal in relation to the respondent’s costs relating to the Notice of Claim dated 18/01/2022 the tribunal makes no findings in respect of them.
9. The tribunal finds the applicant’s application lacked clarity and that the application form failed to specify the date(s) of the relevant Notice of Claim for which a determination was sought from the tribunal.
10. Further, the tribunal finds the applicant appears not to have understood the respondent’s position when it is stated *‘The Tribunal does not have*

jurisdiction to determine costs in respect to the section 42 Act notice dated 28/11/2018 because an award of costs was made by Edmonton County Court on 24 January 2022.

11. The tribunal finds the parties case on both sides could have been presented more clearly. If the applicant decides to make a further application in respect of the s.60 costs arising from the third Notice of Claim, the applicant should state this clearly in the application and confine the submissions to only the relevant costs of that Notice/lease extension.

Name: Judge Tagliavini

Date: 20 June 2023

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).