



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

Case reference : **LON/00AC/OC9/2024/0038**

Property : **Flat 6, Buckingham Court, Watford
Way, London NW4 4TD**

Applicant : **Brickfield Properties Limited**

Representative : **Wallace LLP**

Respondent : **Marsha Heather Tabor**

Representative : **Bloomsbury Law**

Type of application : **An application under section
91(2)(d) of the Leasehold Reform,
Housing and Urban Development
Act 1993 for a determination as to
costs to be paid under s60 (1) of the
Act**

Tribunal members : **Judge Dutton
Mrs S L Phillips MRICS**

Date of determination : **18 June 2024**

DECISION

DECISION

The tribunal determines that the costs payable by the respondent Marsha Heather Tabor pursuant to s60 and 91(2)(d) of the Leasehold Reform, Housing and Urban Development Act 1993 are assessed at £4,054.20 and are payable within 35 days.

Background

1. This is an application made by the applicant landlord pursuant to the Leasehold Reform, Housing and Urban Development Act 1993 (“the Act”) for a determination of the reasonable costs to be paid under the provisions of sections 91(2)(d) and 60(1) of the Act in respect of the abortive attempt at a lease extension for the property Flat 6, Buckingham Court, Watford Way, London NW4 4TD (the Property) .
2. The application is dated 22 February 2024. Directions were issued on 26 March 2024 providing for the matter to be dealt with on the papers. The matter came before us for determination on 18 June 2024.
3. We had before us a bundle prepared by Wallace LLP solicitors for the Applicant, Brickfield Properties Limited. This contained the Application, the directions, a statement of the costs claimed, and the submissions made on behalf of the Applicant. There was no response from the Respondent.
4. We have read the contents of the bundle.
5. Annexed to the submissions are copies of the Initial Notice under s42 of the Leasehold Reform, Housing and Urban Development Act 1993 (the Act) dated 15 August 2022 proposing a premium of £40,000. The counter notice under s45 was also included with a counter proposal of £79,000. On or about 13 April 2023 the Respondent made an application to the tribunal for there to be a determination of the premium to be paid for the lease extension. However, the Respondent failed to pay the requisite fee despite requests and on 12 October 2023 an order was made that the application was deemed to have been withdrawn under the provisions of rule 11 (3) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.
6. The Schedule of costs provided sets out the date of the work, details of the task undertaken, the fee earner, the hourly rate and the sum claimed. The total of the solicitors’ fee is £2,795.50 plus VAT of £559.10. There are disbursements for Land Registry fees of £32.40 including VAT and courier fees of £9.00. A valuation fee of £1,400 plus

VAT of £280 was incurred with Chestertons. All are supported by invoices/vouchers.

7. The fees of the Applicant's valuer are not explained. It is said in the submission that the cost is reasonable for a Central London Surveyor, although the Property appears to be situated in Hendon and would appear to be at the top end of fees according to the submission made which gives a range of £750 to £1500.
8. As to the solicitors' fees it is said that Wallace LLP has a long-standing client relationship with the Applicant. The fees charged are set out, ranging from £520 per hour to £465 per hour, the higher rate being for a partner's time. We are referred to a number of First-tier tribunal decisions, which are, of course not binding upon us, but do provide helpful guidance. We have noted the contents of same. The contents of the submissions on the basis by which costs should be assessed is noted.
9. The provisions of s60 of the Act are set out below and have been borne in mind by us in reaching this decision.

The tribunal's determination

10. **The tribunal determines that the solicitors' costs payable under the provisions of s60(1) of the Act are £2,854.80 inclusive of VAT and disbursements together with the valuers' fee of £1,200 inclusive, making a total payable by the Respondent of £4,054.20**

Reasons for the tribunal's determination

11. We have considered all that has been said on behalf of the Applicant, the Respondent playing no part in this application. An email was sent to the solicitor instructed to act for the Respondent on 29 January 2024 setting out the fees being sought by Wallace LLP. We are not aware of any response. The directions were sent out and again no response, which is discourteous both to the Applicant and the tribunal.
12. The Statement of costs sets out the hourly charging rate and the work done. There is no challenge by the Respondent, but we are nonetheless required to review. The hourly charging rate is not out of line with the Solicitors rates as provided for in the Civil Justice Council costs review, although they are for 2022. We accept that the Applicant does utilise the services of Wallace LLP and is entitled so to do.
13. The withdrawal of the notice for non-payment of the tribunal fee means that the Respondent is obliged to pay the costs of the Applicant under the provisions of s60(3) of the Act, down to the date of the withdrawal,

which was 12 October 2023. For that reason, it would seem to us that the fees claimed for 13 October 2023 fall outside that period of liability for the Respondent. The amounts in the grand scheme of things are not great £139.50 is the amount sought, which we disallow.

14. A more detailed review of the Statement of costs leads us to conclude that by and large the costs claimed seem reasonable and in accordance with s60(1) and (2). We do however question the amount of time spent on the Initial Notice which is included in the bundle and is one page and is uncomplicated. We would allow 30 minutes for this so reducing the fee claimed to £260 from £416 claimed.
15. The drafting of the Counter Notice appears to have taken nearly one hour and 18 minutes, assuming the units are in 6-minute lots. This seems excessive for what is an equally simplistic notice, which we appreciate must be right. However, Wallace LLP and Miss Bone are extremely experienced, and we are surprised that this much time was required. We would allow an hour thus reducing the sum claimed of £676 to £520. We do not take issue with the other costs claimed for solicitors' fees.
16. Thus, we allow the sum of £2,344.00 plus VAT of £468.80 for the costs of Wallace LLP. We take no issue with the disbursements for Land Registry fees of £32.40 and couriers fees of £9.00.
17. We turn then to the question of the fees of Chestertons. The invoice is dated 19 October 2023, after the claim was withdrawn. However, from the Statement of costs it is clear that work was undertaken long before then, although why only invoiced so late is unclear. In addition, the narrative gives no indication of the work undertaken. In the submission it is said that the fee range for this type of work is £750 to £1,500. The charge of £1,400 is therefore at the top end. This was a property in Hendon, and we would have thought that a local valuer could have been retained. There is no suggestion that the Applicant uses Chestertons as its preferred professional. In the absence of any indication of the work undertaken, which presumably included travel to the Property, we consider that a fee of £1,000 is sufficient, together with VAT (£1,200).
18. Accordingly, we find that the correct sum in respect of the costs of claimed on behalf of the Applicant to be as follows:

Solicitors' fees £2,812.80

Valuers' fees £1,200

Disbursements £41.40 making a grand total of £4,054.20

Name: Judge Dutton

Date: 18 June 2024

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).

The relevant law

60 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.