



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

Case Reference : **LON/00AC/OC9/2024/0072**

Property : **12 A Chalfont Court, Colindale
Lane, Colindale, London, NW9 6
DY**

Applicant : **Green Dell Investments Limited**

Respondents : **Iaroslav Iavorivsci**

Type of Application : **Costs dispute under Leasehold
Reform and Urban Development
Act 1993**

Tribunal Member : **Judge Shepherd
Marina Krisko FRICS**

Venue of Hearing : **10 Alfred Place, London WC1E 7LR
(paper case)**

Date of Decision : **8th October 2024**

DECISION

(C) CROWN COPYRIGHT

1. This is an unusual case. The Applicant Green Dell Investments Limited (The Applicant) is seeking costs from Iaroslav Iavorivsci (The Respondent) who to all intents and purposes has had no involvement at all in the lease extension sought by a predecessor in title. The Respondent is the leaseholder of premises at 12 A Chalfont Court, Colindale Lane, Colindale, London, NW9 6DY (“The premises”). The Applicant is the freeholder of the premises. The chronology of events in the case is important.
2. On 21st June 2023 a notice of claim was given on behalf of the Respondent’s predecessor in title claiming a new lease.
3. On 12th July 2023 the premises and the benefit of the notice were assigned to Charterhouse Property Group AV Ltd.
4. On the same day (12th July 2023) it is said by the Applicant that the premises and the benefit of the assignment were assigned to the Respondent. It is not clear why 2 assignments took place on the same day. More is said about the assignment of the notice below. The Tribunal were not provided with evidence of the assignment of the premises.
5. On the 13th September 2023 the Applicant served a counternotice on the “lessee” it is said that this was because the assignment/s(?) had not been registered.
6. On 24th April 2024 the Applicant wrote to the Respondent’s solicitors stating that the notice was deemed withdrawn pursuant to s.53 of the Act. The Applicant says that the deemed date of withdrawal was 12th March 2024.
7. The Applicant seeks: legal costs of £2700; valuation fees of £1074; Land Registry fees of £43.20 and courier fees of £63.36 all inc of vat.
8. Although the Respondent failed to comply with directions he did write to the Tribunal on several occasions. In full he stated the following in three emails:

I received a letter from Rita Belghiti on August 16 asking me to sign a deed to be re-executed. I don't understand why it was backdated. Since I actually signed the document on August 16, 2024, does this mean that the rights and responsibilities were transferred to me in 2024 and I have no connection or consent to the lease extension procedure that actually took place before the actual date of signing? This means that the seller (he's Solicitors) is responsible for the Lease extension I did not know how to change the date of signing and whether I have the right to do so. If it was in physical format I would put the actual date. I would be grateful if the judge would take this fact into account Iaroslav

Chronology of events. Wallace receive a request for an extension of Lishold from Gemma Lloyd which was not agreed with me and given to me knowingly false information. The Leasehold and Freehold Reform Act 2024 (the New Act) became law on 24 May 2024. However, although it is now law, the provisions are yet to come into force. About which I informed Wallace and provided evidence. They decided that it might not be convincing to the judge. Then they connected to the case the presentation of Terence Henry Collins, which he had made before the purchase. Based on this, they wanted to collect money. But there is a problem. The deed of assignment is not signed. And then they send me this document backdated. I actually signed this document on August 16, 2024. Which means that the leasehold procedure is over and I have nothing to do with this procedure. A small digression from the case. I am from UKI mistakenly thought that the United Kingdom is a country of freedom and rights. (In fact, pets have more rights than people (leaseholders who pay the full price for real estate) I am very disappointed. I hope for a reasonable and fair decision of the Judge. Thank you Iaroslav

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9. It is not clear whether the Respondent copied these emails to the Applicant. This is dealt with below.

Analysis

10. Ordinarily where a notice is deemed withdrawn the landlord would be entitled to his costs in the same way that he was entitled if the lease extension had taken place: s.60(3) of the Leasehold Reform and Urban Development Act 1993. The Applicant says that in this case the notice was deemed withdrawn on 12th March 2024 by virtue of s.53 (no application made under s.48 within 6 months of the counternotice).

11. The messages from the Respondent shown in full above however gave the Tribunal cause for concern. We invited further submissions from the parties. The Respondent was clear that he had only signed the assignment of the notice on 16th August 2024. Therefore, at the date of the assignment of the premises (12th July 2023 according to the Applicant although we have not seen the assignment) the notice was not assigned and the effect of this is that the notice would be deemed withdrawn by virtue of the assignment itself: see s.43(3) of the Act. This means that the Respondent would not take the notice at all and would not have the benefit or more importantly burden of it.

12. Even if this analysis is wrong the cost regime in s.60 of the Act is premised on the costs in question being reasonable. It is difficult to see how it would be reasonable to foist upon the Respondent the costs of a notice which according to him he was only aware of after it had become useless. The Applicant submits that he was made aware of it but its clear he was at least very confused about the situation.

13. The Tribunal dismisses the application. If the Applicant wants to pursue a different party they will need to make a further application.

Judge Shepherd

7th November 2024

RIGHTS OF APPEAL

1. 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.

2. 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.

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 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.