



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

**Case reference** : **TR/LON/00BK/OC9/2024/0634**

**Property** : **296 Park West, Edgware Road,  
London, W2 2QN**

**Applicant** : **Daejan Investments Ltd**

**Representative** : **Wallace & Co Solicitors**

**Respondent** : **Captive Holdings Ltd**

**Representative** : **Not represented**

**Type of application** : **Costs under Section 60 of the  
Leasehold Reform, Housing and  
Urban Development Act 1993**

**Tribunal members** : **Mr A Harris LLM FRICS FCI Arb**

**Date of determination  
and venue** : **12 March 2025 at  
10 Alfred Place, London WC1E 7LR**

**Date of decision** : **12 March 2025**

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**DECISION**

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**Summary of the tribunal's decision**

(1) The amount of costs payable is **£4166.40 including VAT**

**Background**

1. This is an application made by the applicant landlord pursuant to section 60(1) of the Leasehold Reform, Housing and Urban Development Act 1993 ("the Act") for assessment of the costs payable

by the leaseholder following a notice of claim for a new lease under section 42 of the Act which was deemed withdrawn as the Respondent did not apply to the tribunal in time to determine disputed matters.

2. By a notice of a claim dated 6 December 2023 served pursuant to section 42 of the Act, the applicant exercised the right for the grant of a new lease in respect of the subject property. At the time, the applicant held the existing lease granted on 28 March 1980 for a term of 125 years from 25 December 1978. The applicant proposed to pay a premium of £300 for the new lease and £7600 for the other amounts under Schedule 13 of the Act.
3. On 8 February 2024, the respondent freeholder served a counter-notice admitting the validity of the claim and counter-proposed a premium of £22942 for the grant of a new lease.
4. Terms were not agreed, the leaseholder failed to apply to the tribunal by 7 August 2024 and the claim was deemed withdrawn
5. On 16 October 2024 the applicant applied to the tribunal for an assessment of the costs payable.

### **The issues**

### **The hearing**

6. The case has been decided on the papers making use of the electronic documents received which consist of a bundle prepared by the applicant. No correspondence has been received from the respondent.

### **The claim**

7. The applicant has submitted a costs bill totalling £4166.40 including VAT made up of
  - £2092 plus VAT solicitors fees,
  - landlords valuation fee £1350 plus VAT
  - Land registry £15 plus VAT
  - Courier £15 plus VAT

## **The Law**

8. Section 60 of the Leasehold Reform, Housing and Urban Development Act 1993 provides

### **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 [F1the appropriate 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.

### **The tribunal’s determination**

9. The tribunal determines that the recoverable costs are the landlords solicitors fees and disbursements for investigating the tenant’s right to a new lease and costs in preparing a new lease, and the landlords valuation fee.
10. An itemised solicitors bill has been provided and the tribunal is satisfied that the hours spent and rates are appropriate for the matter. Similarly the disbursements are considered reasonable and the valuation fee is in line with previous decisions of this tribunal.
11. There are no representations from the respondent disputing any of the items.
12. The claim is therefore allowed in full in the sum of £4166.40 inclusive of VAT

**Name:** A Harris

**Date:** 12 March 2025

### **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).