



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

Case reference : LON/00AQ/OC9/2025/0679

Property : 91 Everton Drive, Stanmore, Middlesex
HA7 1EA

Applicant : Brickfield Properties Limited

Representative : Wallace LLP
Ref: Samantha Bone

Respondent : Mukesh Bhadreshwara

Representative : Kenton Solicitors
Ref: Ansar Chaudary

Type of application : Leasehold enfranchisement and
leasehold extension – application for a
reasonable costs order – s.91(2)(d) of
the Leasehold Reform, Housing and
Urban Development Act 1993

Tribunal member : Judge Tagliavini

Venue : 10 Alfred Place, London WC1E 7LR

Date of decision : 16 December 2025

DECISION

Decisions of the tribunal

- (1) The tribunal determines the statutory legal costs payable to the applicant by the respondent are **£4,239.90**.
 - (2) This sum is payable within 7 days of this decision being sent to the parties.
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The application

1. This is an application pursuant to s.91(2)(d) of the Leasehold Reform, Housing and Urban Development Act 1993 ('the 1993 Act') seeking the respondent landlord's statutory costs of: legal fees (including VAT) of £2,802; valuation fees (including VAT) of £1,320; Land Registry fees (including VAT) of £32.40 and courier fees (including VAT) of £85.50 and providing a total of **£4,239.90**.

The background

2. The applicant is the headlease owner and landlord of premises known as 89 to 95 (odd), Everton Drive, Stanmore HA7 1AE ('the Premises') of which 91 Everton Drive, Stanmore HA7 1EA ('the Flat') forms part. The respondent leaseholder holds a long lease of the Flat for a term of 99 years from 25 March 1955.
3. On or around 4 September 2024, the respondent made an application for the grant of new lease by way of the service of a Notice of Claim. On or around 31 October 2024, the respondent served a Counter-Notice without prejudice to the contention that the Notice was invalid and of no effect as it did not propose any premium to be paid for the grant of a new lease.
4. Pursuant to the provisions of Section 48 of the Act, the respondent had until 29 April 2025 to lodge an application with the Property Chamber to determine any outstanding terms of acquisition of a new lease. The respondent failed to make such application, and accordingly the Notice was deemed withdrawn pursuant to the provisions of Section 53 of the Act on 29 April 2025.
5. The applicant now seeks its costs of that withdrawn application in the sum of £4,239.90.

The hearing

6. Neither party requested an oral hearing and the tribunal determined the application using the 164 page digital bundle provided by the applicant.

The respondent failed to comply with the tribunal's directions and no submissions were made or received from the leaseholder objecting to the application or the amount of costs claimed.

The tribunal's reasons

6. In reaching its decision the tribunal had regard to the documents provided by the applicant as well as s.60 of the 1993 Act, the relevant part of which states:

(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.

7. The applicant provided a detailed Schedule of Costs in addition to supporting submissions setting out how and why specific costs had been incurred. These asserted that,

Provisions of the Act are in general terms complex and accordingly upon receipt of a Notice of Claim it is necessary for the relevantly experienced fee earner to deal with the following:

- (i) Consider the Tenant's entitlement to the grant of a new Lease and the validity of the Notice of Claim served;*
- (ii) To communicate with the client to obtain relevant information;*
- (iii) To carry out and consider Land Registry searches;*
- (iv) To correspond with the Tenant's solicitors;*
- (v) To instruct and correspond with the valuer;*
- (vi) To consider the valuation and take client's instruction;*
- (vii) To prepare and serve the Counter-Notice; and*
- (viii) Prepare a form of new lease (as part of the Counter-Notice counter proposals).*

8. The applicant also submitted that:

In respect to Wallace LLP hourly rates, Brickfield submits that the same should be determined by reference to the provisions of Section 60 of the Act and not by reference to the County Court Guideline Hourly Rates which are not relevant to the determination of the costs payable pursuant to the provisions of Section 60 of Act as they are guideline rates for summary assessment in County Court matters where recovery of costs is not determined by specific statutory provisions. Brickfield additionally submits that the County Court Guideline Hourly Rates do not reflect the specialist nature of leasehold enfranchisement work or the intended indemnity for costs specifically set out in Section 60 (which is subject only to a requirement of reasonableness).

9. In the absence of any objections or submissions by the respondent and having had regard to the statutory provisions and the detailed submissions made by the applicant and its supporting evidence, the

tribunal determines the costs claimed by the applicant are reasonable and payable by the respondent ie.

Legal fees (including VAT) of £2,802;

Valuation fees (including VAT) of £1,320;

Land Registry fees (including VAT) of £32.40; and

Courier fees (including VAT) of £85.50

Total: £4,239.90.

10. In conclusion, the tribunal determines the respondent is to pay to the applicant the sum of £4,239.90 within 7 days of this decision being sent to the parties.

Name: Judge Tagliavini Date: 16 December 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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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).