



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

Case reference : LON/00AP/OLR/224/0673

Property : First and Second Floor Flat, 19
Northumberland Park, London N17 0TA

Applicant : Shirehall Ltd

Representative : Geoffrey Leaver, Solicitors LLP (for
legal costs); Ka Kee Lim (for the other
costs)

Respondent : GEL1 Ltd

Representative : No representation on this application

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

Tribunal : Judge Adrian Jack

Date of Decision : 18th December 2025

DECISION

1. By an application which due to an administrative oversight had to be issued three times, the landlord seeks an assessment of its costs arising from an application made by the tenant for a lease extension under section 42 of the Leasehold Reform, Housing and Urban Development Act 1993. The tenant withdrew the application shortly before a hearing due to be held on 20th May 2025.
2. Section 60 of the 1993 Act provides:

“(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Where by virtue of any provision of this Chapter the tenant’s notice ceases to have effect, or is deemed to have been withdrawn, at any time, then (subject to subsection (4)) the tenant’s liability under this section for costs incurred by any person shall be a liability for costs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 the 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.

3. The landlord seeks the sum of £300 in respect of administrative time as well as computers, postage and printing incurred by Mr Yim of Shirehall Ltd; surveyor’s fees of £840 (including VAT); preparing costs bundle and witness statement £200 (Mr Kim @ £50 per hour); building insurance £450.21; annual management fee £109; and legal costs of Geoffrey Leaver LLP of £966 (including VAT).
4. Mr Kim’s time spent initially claimed at £300 is not in my judgment recoverable. He was merely acting as an officer of Shirehall Ltd. For the same reason, the £200 is not recoverable, but further this sum was incurred after the section 42 application was withdrawn. The costs of litigating before the Tribunal are not generally recoverable in the absence of some specific statutory provision (like section 60 here).

5. The £840 in surveyor's fees is unproblematic and I allow it in full.
6. The building insurance and annual management fees may well be recoverable under the lease, but not under section 60. I disallow these completely but without prejudice to Shirehall Ltd's right to recover the same under the lease.
7. The solicitor's costs appear reasonable. I disallow nothing.
8. £966 plus £840 gives a total figure of £1,806. GEL1 Ltd having lost should pay the cost of the application fee payable to the Tribunal.

DETERMINATION

- (a) GEL1 Ltd do within 28 days pay Shirehall Ltd's costs of the section 42 application assessed in the sum of £1,806.
- (b) GEL1 Ltd do within 28 days pay the application fee of £114 to Shirehall Ltd.

Signed: Adrian Jack

Dated: 18th December 2025