



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

Case reference : **LON/00BJ/OC9/2024/0062**

Property : **41 Youngs Court Charlotte Depard
Avenue London SW11 5JD**

Applicant : **Ms Ebele Muorah**

Representative : **Duchess Place LLP**

Respondent : **London Borough of Wandsworth**

Representative : **South London Legal Partnership**

Type of application : **Determination of the landlord's
recoverable costs under section 60(1) of
the Leasehold Reform Housing and
Urban Development Act 1993**

**Tribunal
member(s)** : **Mrs E Flint FRICS**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **22 January 2026**

DECISION

The Tribunal determines that pursuant to section 60(1) of the Act legal fees of £500 + VAT and valuation fees of £500 +VAT are payable by the Applicant.

Background

1. The Applicant is the long leaseholder of the flat known as 41 Youngs Court Charlotte Depard Avenue London SW11 5JD (the property) under a lease for 125 years from 30 October 2000.
2. The Respondent is the competent landlord for the purposes of the Leasehold Reform Housing and Urban Development Act 1993 (The Act).
3. This is an application under section 42 of the Act for a lease extension. The premium and lease terms have been agreed. The only outstanding issue is the amount of the landlord's costs which are payable under section 60 of the Act.
4. The amounts claimed are legal fees of £1,500 + VAT and valuation fees of £1,000 + VAT.
5. The Applicant has offered £191.25 legal fees and £0 valuation fees.

The law

6. Section 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 **[F1**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.

The Evidence

7. The applicant states that there should be a reduction in the legal fees because the hours claimed do not support the £1,500. The time records total 168 minutes which equates to £826. However, she asserted that some of the time claimed relates to time correcting their own errors. She should not be charged for that time. £384 related to work undertaken on 22 October which was post completion of the transfer and therefore outside of the scope of section 60. After deducting the time she considered should not have been charged plus the cost of copying the lease she had arrived at a figure of £191.25.
8. The applicant referred to the amount charged by Hammersmith and Fulham for a statutory lease extension where £700 was charged for the legal fees. She also referred to a tribunal decision in respect of 32A Penton Place London SE17 3JT where she was the applicant. Legal fees of £324 were awarded in that case together with £350 valuation fees for a desktop valuation.
9. The valuation carried out for the counter notice was a desktop valuation without an inspection. The applicant asserted that she had provided the valuer with sales details of the comparables. The valuations ranged from £1300 to £1800 although £2800 was stated on the counter notice which

she considered was trying to take advantage of her as the figure could not be justified.

10. As there was over 101 years unexpired the valuation was straightforward, there was no marriage value. The landlord knew the lease terms as the landlord of the block.
11. The Respondent explained that the council charged set fees for enfranchisement applications to provide certainty for the applicants by providing the amount of the charges in advance. The council regularly benchmarked their fees with the market to ensure that their charges were reasonable.
12. Internal work indicated that the actual cost of the legal work undertaken in respect of leasehold enfranchisements ranged from £1600 to £2100, therefore the flat fee of £1500 was reasonable.
13. The principle of standard fees was supported by the decision in *Sinclair Gardens (Kensington) Limited v Paul Kenneth Charles Wisbey & Lesley Barbara Mary Wisbey 2016 UKUT 203 (LC) UTLC*.
14. The valuation fees were reasonable. A number of invoices from both Carter Jonas and Knight Frank were produced indicating fees of £975 +VAT or £1000+ VAT were charged for valuations relating to enfranchisement valuations. Valuations for enfranchisement had to comply with the statutory requirements. The valuer who had carried out the initial valuations had a Masters degree. The report was then checked and signed off by a Chartered Surveyor.

Decision and Reasons of the Tribunal

15. The legal fees of £1500 + VAT were excessive. £500 + VAT is awarded as reasonable on the basis of the hours recorded prior to completion. Although it may be acceptable for a landlord to negotiate fixed fees where there are a number of similar applications, the principle does not override the test required by the Act. In this instance the time spent was less than could be charged if the fee were based on an hourly rate. A landlord, if personally responsible for the fees, would not wish to pay for more than time spent x the normal hourly rate. The concept of negotiating standard fees was on the basis that there would be a reduction in the fees charged.
16. A fee of £500 in respect of valuation fees is awarded. This was a straightforward valuation: the ground rent was a peppercorn and there were over 101 years unexpired. Consequently, it was simply a matter of deferring the freehold value; this was a much simpler exercise than the majority of examples where there are rising ground rents and often marriage value to be calculated. The invoices provided to illustrate the

normal fee range did not provide sufficient information to ensure that the work was on a like for like basis. There was no indication of whether inspections had been carried out or the complexity of the individual valuations in these examples.

Mrs E Flint

22 January 2026

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.