



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

- Case Reference** : LON/00AC/LBC/2025/0651  
LON/00AC/LAC/2025/0616  
LON/00AC/OC9/2025/0688
- Property** : 15 West End Lane, High Barnet,  
Hertfordshire, EN5 2SB
- Applicant** : Adam Sonin
- Representative** : Peter Ward of Counsel
- Respondent** : Novabelle Limited
- Representative** : Carl Fain of Counsel
- Type of Application** : (1) Determination of an alleged breaches of covenant (section 168(4) Commonhold and Leasehold Reform Act 2002) (2) Determination of Liability to pay administration charges (paragraph 5 schedule 11 of 2002 Act).(3) Determination of Landlord's Reasonable Costs (section 60 Leasehold Reform Housing and Urban Development Act 1993)
- Tribunal Member(s)** : Judge Tildesley OBE  
Carolyn Barton MRICS
- Date and venue of the Hearing** : 19 February 2025 at  
10 Alfred Place, London WC1E 7LR
- Date of Decision** : 2 March 2026

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DECISION

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## **Senior President of Tribunals Practice Direction: Reasons for Decisions 4 June 2024**

1. This Practice Direction states basic and important principles on the giving of written reasons for decisions in the First-tier Tribunal. It is of general application throughout the First-tier Tribunal. It relates to the whole range of substantive and procedural decision-making in the Tribunal, by both judges and non-legal members. Accordingly, it must always be read and applied having regard to the particular nature of the decision in question and the particular circumstances in which that decision is made (paragraph 1).
2. Where reasons are given, they must always be adequate, clear, appropriately concise, and focused upon the principal controversial issues on which the outcome of the case has turned. To be adequate, the reasons for a judicial decision must explain to the parties why they have won and lost. The reasons must enable the reader to understand why the matter was decided as it was and what conclusions were reached on the main issues in dispute. They must always enable an appellate body to understand why the decision was reached, so that it is able to assess whether the decision involved the making of an error on a point of law. These fundamental principles apply to the tribunals as well as to the courts (paragraph 5).
3. Providing adequate reasons does not usually require the First-tier Tribunal to identify all of the evidence relied upon in reaching its findings of fact, to elaborate at length its conclusions on any issue of law, or to express every step of its reasoning. The reasons provided for any decision should be proportionate, not only to the resources of the Tribunal, but to the significance and complexity of the issues that have to be decided. Reasons need refer only to the main issues and evidence in dispute, and explain how those issues essential to the Tribunal's conclusion have been resolved (paragraph 6).
4. Stating reasons at any greater length than is necessary in the particular case is not in the interests of justice. To do so is an inefficient use of judicial time, does not assist either the parties or an appellate court or tribunal, and is therefore inconsistent with the overriding objective. Providing concise reasons is to be encouraged. Adequate reasons for a substantive decision may often be short. In some cases a few succinct paragraphs will suffice. For a procedural decision the reasons required will usually be shorter (Paragraph 7).

### **Application**

5. On 22 July 2025 the Applicant issued three applications:

- (i) A determination, under subsection 168(4) of the Commonhold and Leasehold Reform Act 2002 that the Respondent is in breach of various covenants contained in the lease.
- (ii) An application under Schedule 11 to the Commonhold and Leasehold Reform Act 2002 as to whether administration charges are payable.
- (iii) An application for costs payable pursuant to section 60 of the Leasehold Reform, Housing and Urban Development Act.
6. On 23 October 2025, an oral case management hearing (CMH) was held at 10 Alfred Place, London WC1E 7LR. The Applicant appeared in person. He was accompanied by his mother. Mr Ely Feldman appeared on behalf of the Respondent. His mother, Mrs Esther Feldman, is the sole director of the Respondent Company.
7. At the CMH the Applicant requested an oral hearing at which all three applications would be determined. Mr Feldman suggested that all three applications should be determined separately on the papers. The Tribunal was satisfied that all three applications should be heard together and issued directions accordingly.
8. The hearing took place on 19 February 2025 at 10 Alfred Place. Mr Peter Ward of Counsel appeared for the Applicant who attended in person with his mother. Mr Carl Fain of Counsel appeared for the Respondent. Mr John Summers of Setfords, the instructing solicitor was in attendance. Mr Ely Feldman and Mr David Stern were also in attendance as witnesses for the Respondent. Mr Feldman acquires investment property for the Respondent. Mr Stern is an employee of DNS United Limited and was appointed by the Respondent to carry out the letting of No.15.
9. The Applicant disclosed in his witness statement that he was on the autism spectrum. The Tribunal at his request made reasonable adjustments to ensure the Applicant's full participation at the hearing. These included changing the hearing room to reduce the impact of noise and providing breaks during the hearing. The Applicant was permitted with the agreement of his Counsel to make final submissions.
10. The Applicant supplied two comprehensive bundles of documents, one for the alleged breaches of covenant and administration costs (831 pages) and the other for the Landlord's reasonable costs (217 pages).
11. The Applicant had made four applications in respect of witnesses and various documents which the Tribunal had directed to be determined at the commencement of the hearing. Following discussions between Counsel, Mr Ward indicated that the Applicant was proceeding with just one application which concerned the admission of a letter from Home Protect to the Applicant dated 3

February 2026 regarding the insurance for the property. The Respondent did not object to the admission of the letter.

12. At the CMH the Applicant applied for the Tribunal to inspect the property. The Tribunal declined to do so because it was agreed that the Respondent had granted an assured shorthold tenancy. The Tribunal, however, gave permission to the Applicant to renew his application at the substantive hearing. This Tribunal informed the Applicant that he should renew his application for inspection after it had heard the evidence. The Applicant did not do so. The Tribunal, in any event, would have decided that an inspection was not necessary because it would not assist the Tribunal with its evaluation of the evidence. The Applicant had supplied in his bundle photographs of the property and video evidence which assisted the Tribunal's understanding of the layout for the property.
13. The Respondent applied for admission of a letter from the GP of Miss Sara Ibanez Lopez, an occupier of No.15, dated 16 January 2026 which detailed her medical ailments and the impact of the ongoing housing dispute on her state of health. The Respondent stated that the reason for submitting the GP's letter was to offer an explanation for Miss Lopez's non-attendance at the hearing, and requested that the contents of the letter be taken into account when evaluating Miss Lopez witness statements. The Applicant's Counsel did not object to the admission of the GP's letter.
14. The Tribunal heard witness testimony from the Applicant and from Mr Feldman and Mr Stern for the Respondent. The Tribunal admitted in evidence the expert witness statement and witness statement of Mr Andrew Cohen, the witness statement of Mr Stuart Buttle, and the witness statement of Miss Sara Ibanez Lopez. The Applicant instructed Mr Cohen to provide a valuation and to negotiate a premium for a statutory lease extension. Mr Buttle on behalf of the Applicant arranged the buildings insurance for the property. Mr Fain for the Respondent had initially objected to the admission of the expert witness statement but did not pursue it following the Tribunal's indication that it had power to admit evidence that otherwise would be inadmissible in Civil court proceedings. The Tribunal observed that the non-attendance of Mr Cohen, Mr Buttle and Miss Lopez would be a factor in assessing the weight to be attached to their witness statements.
15. In reaching its decision the Tribunal had regard to the relevant details in the Application, the directions, the oral testimony of the Applicant and the Respondent's witness, the witness statements including the witnesses who did not attend, the statements of the parties' cases and documents in the two hearing bundles, video evidence supplied by the Applicant and Counsel's skeleton argument for the Respondent.

16. The Tribunal applied the law as set out in sections 168 of the 2002 Act, and took account of the following authorities: *Arnold v Britten* [2015] UKSC 36; *Charles Hunt (Holdings) Limited v 77-82 Bridle Close Freehold Limited* [2023] UKUT 32; *Roundlistic Limited v Nathan Jones & Aideen Seymour* [2016] UKUT 325; *Triplerose Limited v Beattie* [2020] UKUT 180, [2020] HLR 37; *Nemcova v Fairfield Rents Limited* [2016] UKUT 0303; *Burchell v Raj Properties Limited* [2013] UKUT 443 (LC), [2014] L & TR 3.
17. The applications for administration charges and Landlord's reasonable costs were disputes on the facts which did not involve significant consideration of the law.

### Summary of the Decision

18. **No breach of covenants has occurred by the Respondent in respect of Clauses 3(18) User; 3(11), 4(1) Insurance; 3(8) Access and 3(18), 4(1) Obstruction and Nuisance.**
19. **The Respondent is not liable to pay the administration charges of £4,152 including VAT.**
20. **The Respondent is liable to pay the Applicant legal costs of £2,065 plus £413 VAT which makes a total of £2,478, and a surveyor's fee of £1,200 plus £240 VAT. The Tribunal notes that the Respondent has paid the surveyor's fees direct to the surveyor. The Tribunal makes no order for disbursements of £30 including VAT.**

### Background

21. Nos. 13 and 15 West End Lane are two self-contained two-bedroom maisonettes in a mid-terrace property built in about 1890<sup>1</sup>. No 13 is on the upper floor and no 15 is on the ground floor. Each flat has its own private front door both of which open onto a passageway that leads to the public street at the front and a garden at the rear. The garden is split between the two flats.
22. The Applicant is the leaseholder of No 13 and has lived there since December 2015. In May 2022 the Applicant acquired the freehold of No 13 and No 15. The communal passageway which gives access to both maisonettes is part of the freehold title. The leaseholders are given rights of access by foot to the communal passageway under the terms of their leases.
23. On 8 April 2024, the Respondent purchased the leasehold interest in No 15 pursuant to a lease dated 19 November 1975<sup>2</sup>. The lease is for a term of 99 years. The unexpired term is therefore 59 years.

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<sup>1</sup> 1890 is taken from the statement of facts for the Buildings Insurance.

<sup>2</sup> The Respondent's title was registered on 30 May 2024

The Respondent is a Private Limited Company and the nature of its business is “other letting and operating of own or leased real estate”.

24. Prior to purchasing the leasehold interest, the Respondent took an assignment of the benefit of a Section 42 Notice which had been served for a lease extension. On 11 March 2024 Mr Feldman on behalf of the Respondent approached the Applicant enquiring about the potential price for the lease extension. Over the next nine months the parties engaged solicitors and valuers to further their negotiations on the lease extension. The specific issue of concern was the clause in the lease which restricted occupation of the property to the lessee and his family for use as private residence. The parties were unable to reach an agreement on the terms of the new lease including purchase price. On 26 February 2025, the Respondent withdrew his claim for a new lease.
25. On 1 November 2024 the Respondent let No 15 on an assured shorthold tenancy to Miss Maria Pillar Ibanez Lopez for a period to and including 31 October 2025 in consideration of rent of £1,800 per calendar month. Her sister, Miss Sara Ibanez Lopez, also lives at No 15 and is the carer for Miss Maria Lopez who is described as a highly vulnerable individual suffering from multiple medical conditions.
26. On 12 November 2024 the Applicant sent the Respondent at its registered address a formal notice that it was in breach of its terms of lease by letting the property in contravention of clause 3(18) which restricted the use of the property to a private residence only in the sole occupation of the Lessee and his family.
27. On 22 July 2025 the Applicant applied to the Tribunal for an order against the Respondent that a breach of the lease had occurred pursuant to section 168(4) of the 2002 Act.

### **Alleged Breaches of Covenant**

28. The Applicant alleged the following breaches of covenant by the Respondent:
  - Breach of the User Covenant (Clause 3(18));
  - Breaches of the Insurance Covenants (Clauses 3(11), 4(1) and 5(1));
  - Breach of the Covenant giving access to the Landlord (Clause 3(8));
  - Breaches of various covenants relating to nuisance Clause 3(18), 4(1) and Paragraph 1 of Schedule 1
29. The purpose of bringing proceedings under section 168(4) is to enable a landlord under a long lease of a dwelling to serve a section

146 notice to forfeit the lease for breaches of covenant by the tenant other than non-payment of rent. If proceedings are brought the Tribunal is required to determine whether the tenant has committed an actionable breach of covenant. A finding against a tenant potentially could result in the tenant losing a valuable asset. The Tribunal's jurisdiction under section 168(4) is limited to a finding of fact on whether a breach has occurred.

30. The Supreme Court decision in *Arnold v Britton* [2015] UKSC 36, [2015] 2 WLR 1593 is the authority on the construction of leasehold covenants. Lord Carnwath JSC observed at [116] that long residential leases 'are an exceptional species of contract, and as such may pose their own interpretative problems. The basic principles of construction of such leases are, however, those applicable to all contracts. Lord Neuberger of Abbotsbury PSC summarised those principles as follows at [15]:

'When interpreting a written contract, the court is concerned to identify the intention of the parties by reference to 'what a reasonable person having all the background knowledge which would have been available to the parties would have understood them to be using the language in the contract to mean', to quote Lord Hoffmann in *Chartbrook Ltd v Persimmon Homes Ltd* [2009] AC 1101 at [14]. And it does so by focussing on the meaning of the relevant words... in their documentary, factual and commercial context. That meaning has to be assessed in the light of (i) the natural and ordinary meaning of the clause, (ii) any other relevant provisions of the lease, (iii) the overall purpose of the clause and the lease, (iv) the facts and circumstances known or assumed by the parties at the time that the document was executed, and (v) commercial common sense, but (vi) disregarding subjective evidence of any party's intentions.

31. The Tribunal intends to deal with each alleged breach of covenant in turn. The Tribunal applied the principles of construction as set out in *Arnold v Britton* and had regard to the parties' contentions as set out in their statements of case and skeleton. The Tribunal, however, does not intend to replicate the parties' arguments in full in the body of the decision and instead provides a summary of the main points.

### **User Covenant**

32. Under Clause 3(18) the Lessee covenants with the Lessor "to use and occupy the Demised Premises as a private residence only in the sole occupation of the Lessee and his family and for no other purpose...."
33. The Tribunal finds the following facts in respect of the alleged breach of clause 3(18):

- The Applicant and the Respondent are the Lessor and Lessee respectively under the terms of the lease for No.15.
  - The Respondent is a private limited company.
  - No 15 is a ground floor two-bedroom maisonette with a bathroom, and a combined living and dining area with a kitchen.
  - The Respondent did not use and occupy No 15 as a private residence only in the sole occupation of itself and its family.
  - The Respondent left No 15 unoccupied from 8 April 2024 to 1 November 2024.
  - On 1 November 2024 the Respondent sublet No 15 on an assured shorthold tenancy (AST) to Miss Maria Pillar Ibanez Lopez who resides at the property with her sister, Miss Sara Ibanez Lopez.
  - The Respondent did not formally notify the Applicant of the grant of an AST to Miss Maria Pillar Ibanez Lopez.
34. The Applicant relied on the UT decision in *Burchell v Raj Properties Limited* which concerned the construction of an identical user clause to the subject lease. Martin Roger KC, Deputy President construed the natural and ordinary meaning of the user clause as “*that only the Lessee i.e. the person in whom the Lease is vested for the time being, and his family, may use the Flat and that their use must be as a private dwelling*”.
35. Respondent’s counsel argued that the subject lease was materially different from the one in *Burchell* and that the word “Lessee” included an Underlessee. Thus, the occupation of Miss Lopez in her capacity as Underlessee with her sister did not compromise the requirements of Clause 3(18).
36. The Tribunal starts with ordinary and natural meaning of Clause 3(18) and adopts the construction of the Deputy President in *Burchell*. The Tribunal, however, is obliged to consider the ordinary and natural meaning of clause 3(18) in the context of other provisions of the lease. In this regard, the following clauses are relevant:
- a) Clause 1(B) defines the expression “the Lessee” as meaning the original Lessee and the successors in title of the original Lessee including the survivor and survivors of two or more joint lessees and shall also include an **Underlessee**.
  - b) Clause 3 (12)(b) states that the Lessee shall “Not during the last seven years of the said term to assign transfer **underlet** part with or share possession or occupation of the whole of the Demised Premises without the previous consent in writing of the Lessor such consent not to be unreasonably withheld in the case of an assignment or **underletting** of the whole of

the Demised Premises to a respectable and responsible person”.

c) Clause 3 (13) states that the Lessee shall “Within twenty-one days after any absolute transfer assignment mortgage **underlease** (other than an **underlease** at a rack rent for less than seven years) or devolution of his interest hereunder in the Demised Premises or any part thereof to give notice in writing of such transfer assignment **underlease** or devolution and of the name quality and place or places of abode of the transferee or transferees or assignee or assignees or **underlessee** or **underlessees** to the Lessor’s Solicitors and produce to them the original instrument or a certified copy of such transfer assignment **underlease**<sup>3</sup> or devolution and pay to them a fee of Four pounds (£4) for the registration of such notice”.

37. The Tribunal notes that Clause 3(12)(b) prohibits the underletting of the property in the last seven years of the term without the previous written consent of the Landlord which is not to be unreasonably withheld. The Tribunal infers from the wording of Clause 3.12(b) that underletting outside the seven-year period by the Lessee is permitted.
38. Likewise, Clause 3(13) enables the Lessee to underlet the property provided the Lessee gives written notice of the name and address of Underlessee and a copy of the Underlease to the Lessor’s solicitors. The requirement of giving written notice does not apply to an Underlease at a rack rent for less than seven years.
39. The Tribunal concludes that the combined effect of Clauses 3(12)(b) and 3(13) is that the Lessee is entitled under the lease to underlet the demised premises at no 15 as a private residence at a market rent<sup>4</sup> for a period of less than seven years provided it is not granted within the last seven years of the lease and the additional restriction of sole occupation of “Lessee and his family” is met. Further in the case of an Underlet, the word “Underlessee” can be substituted for “Lessee” by virtue of Clause 1(B). Thus, the Tribunal’s preliminary view is that an Underlessee occupying the demised property as a private residence with her family under a tenancy agreement of 12 months at a market rent conforms with the User requirements of Clause 3(18).
40. The Applicant argued that on a proper construction of Clause 3(18) the word “Underlessee” could not replace “Lessee” because Clause 3(18) was personal to the Lessee and the requirement of “Lessee and his family” would not be satisfied by persons unconnected to the lessee. The Tribunal does not accept the Applicant’s argument

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<sup>3</sup> The Tribunal has formatted in **Bold** the references to underlessee, underlease and underlets in the various Clauses.

<sup>4</sup> A rack rent represents the full value of the annual market rent of a property.

because in this lease the terms permit the Lessee to underlet the demised premises, and where it does so the word “Underlessee” can replace the word “Lessee” in clause 3(18).

41. The Applicant countered that if it was possible to underlet the demised property and to substitute “Underlessee” for “Lessee” in the User Clause, then Clause 1A would come into effect.
42. Clause 1A states “The expression “the Lessor” includes the reversioner or reversioners for the time being immediately expectant on the term hereby granted and shall where this deed be an Underlease (except in Clauses 3(12) and (13)) be deemed to include in addition to the Lessor any Superior Lessor”.
43. The Applicant said that Clause 1(A) demonstrates that where an underlease is contemplated, the lease envisages a formal and structured underletting arrangement preserving enforceability by the Superior Lessor. The Applicant further said that the inclusion of the Superior Lessor where the lease is an underlease indicates that any lawful underlease was expected to: be identifiable; be capable of notification, and preserve privity or enforceability up the chain.
44. The Applicant argued that the present arrangement of a private AST granted by a corporate investment vehicle to unrelated third parties, with no privity, no notice, and no enforceability by the freeholder. was not the type of underletting arrangement envisaged by Clauses 1(A) and 3(18) read together.
45. Mr Fain contended for the Respondent that the lease could not be construed so that it was impossible for a limited company to hold the legal interest. Mr Fain noted that the lease did not prohibit the assignment of the lease to a limited company. Mr Fain stated that there was no distinction legally between sub-letting and underletting. Mr Fain submitted that the requirement of Clause 1A to include the Superior Lessor only applied if the Underlease was a “Deed”. Mr Fain also pointed out that the lease itself was made prior to the Landlord and Tenant’s Act 1995 which meant that the Landlord may have a right of action against an Underlessee for breach of a restrictive covenant.
46. The Tribunal agrees with Mr Fain that a limited company can hold the leasehold interest in the lease. The Tribunal’s construction of the lease permits the Lessee to underlet the demised property. The Tribunal is satisfied from its construction that the Lessee’s power to underlet extends to the grant of terms less than seven years and there is no requirement to give notice of grants less than seven years provided the underletting is at a market rent. Further there is no legal requirement for an underlease to be by way of deed unless it is for a period of three years or more and that the inclusion of the Superior Lessor as the Lessor did not apply if the underlease is not executed by way of a deed. The Tribunal finds that that the lease

does not prescribe the form of an underlease, and that the grant of an AST is permissible under the terms of the lease

47. **The Tribunal decides that the Respondent's letting of the demised property on an AST for a term of 12 months at a market rent to Miss Maria Pillar Ibanez Lopez who occupied the property solely as a private residence with her sister did not breach the requirements of Clause 3(18).**
48. The Applicant put forward a separate ground for breach of Clause 3(18). The Applicant stated that the Respondent had left the Property unoccupied from the 8 April 2024 to 1 November 2024. The Applicant argued that this was a breach of the strict terms of Clause 3(18) because the Clause required use and occupation of the demised property as a private residence only and for no other purpose from the date of legal ownership.
49. Mr Fain for the Respondent considered the Applicant's argument flawed. According to Mr Fain, Clause 3(18) is not a positive covenant requiring the Lessee at all times to use and occupy No 15 as a private residence. Mr Fain submitted that Clause 3(18) is a restrictive covenant which requires the Lessee to observe it only if the property is used and occupied and is not engaged when the demised property is left vacant.
50. The Tribunal agrees with Mr Fain's analysis.
51. **The Tribunal determines that the Respondent's leaving of the Property unoccupied from the 8 April 2024 to 1 November 2024 did not constitute a breach of Clause 3(18).**
52. Before concluding its decision on Clause 3(18) the Tribunal wishes to comment on Mr Fain's submission that the Applicant prevented the Respondent from sub-letting the property, and that he was in breach of the implied term that neither party will prevent the other party from performing the contract.
53. In this regard the Respondent relied on the evidence of Mr Stern who gave evidence of a fraught conversation with the Applicant about whether the Respondent was entitled to sublet the property which he had recorded. Mr Stern also alleged that several prospective tenants had been put off by the Applicant whom Mr Stern said had informed them that the property could not be sublet.
54. The Tribunal notes Mr Stern's evidence that he had not read the lease and had relied on the Respondent's assertion about the legality of subletting. The evidence indicates that at the time of the visits by prospective tenants, the Respondent believed that it had an unfettered right to sublet. This is demonstrated by the letting

advert exhibited at page 412 of the bundle stating that it was student friendly and families allowed and the Respondent's solicitor letter of 18 September 2024 which specifically stated that the Respondent had an unfettered right to sublet. This assertion is incorrect because the subletting is still subject to the restriction of "sub-lessee and his family". Finally the Tribunal was not convinced by Mr Stern's assertion that several prospective tenants had been put off by the Applicant's behaviour.

55. Given the above findings the Tribunal would not have found the Applicant to be in breach of the implied term. However, the principal reason for the Tribunal examining the matter is to highlight the need for the parties to communicate with each other about future sub-lettings in order to avoid further conflicts.

### **Insurance Covenant**

56. The Applicant relied on Clauses 3.11, 4.1 and 5.1 for the alleged breaches of the insurance covenant. The Tribunal considers that clauses 3(11) and 4(1) are the relevant clauses for the alleged breaches concerning insurance. Clause 5(1) deals with the Lessor's covenant to insure the property.

57. Under clause 3(11) of the Lease, the Lessee covenants with the Lessor: *"Not to do or permit to be done in or upon the Demised Premises anything whereby any insurance for the time being effected on the Lessor's Property or any part thereof (including the Demised Premises) may be rendered void or voidable or whereby the rate of premium may be increased..."*

58. Under clause 4(1) the Lessee covenants with the Lessor and with and for the benefit of the owners and tenants from time to time during the currency of the said term of the other maisonette and the remaining maisonettes comprising the Lessor's Property: *"not to do or permit or suffer to be done in or upon the Demised Premises anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Lessor or the occupier of the other maisonette or neighbouring owners and occupiers or whereby any insurance for the time being effected on the Demised Premises or any other part or parts of the Lessor's Property or any contents thereof may be rendered void or voidable or whereby the rate of premium may be increased."*

59. The Tribunal finds the following facts:

- a) The Applicant insured No 15 with Home Protect<sup>5</sup> for the period of 2 July 2022 to 1 July 2023 on payment of a premium of £401.85 including Insurance Premium Tax (IPT) or £37.13 per month. The policy provided £1m buildings cover, £7.5K

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<sup>5</sup> Axa Insurer UK was named as the insurer

outbuildings cover and £5m public liability. The Applicant declared that the property was unoccupied. The Applicant renewed the policy for a further year from 2 July 2023 to 1 July 2024 at a premium of £34.17 per month (£410.04 per annum), and from 2 July 2024 to 1 July 2025 at a premium of £25.13 per month (£301.56 per annum)

- b) In November 2024 the Applicant phoned Home Protect to inform them that No 15 was now occupied by persons who were not the leaseholder. The Applicant stated that the Home Protect staff did not understand the significance of what he was saying about the occupation of the property by non-leaseholders in relation to the insurance policy. The Tribunal acknowledges the Applicant's reservations with the competence of the Home Protect staff. The Tribunal, however, is satisfied that Home Protect did not cancel the policy following the Applicant's phone call, and that the policy continued in force at the existing premium
- c) In June 2025 the Applicant spoke with Home Protect on various occasions in connection with the renewal of the policy in July 2025. Home Protect decided not to renew the policy and that the policy was void. Home Protect explained in its letter dated 3 February 2026 that the policy was voided because the property was occupied by tenants who were not the leaseholder.
- d) The Applicant engaged the services of JPR Insurance Brokers to secure Property Owner's Building Insurance for no 15 from 2 July 2025 to 1 July 2026 in consideration of a premium of £420.75. The policy provided buildings cover of £318K, loss of rent of £5K, Property owner's liability of £2m and Legal liability as occupier or landlord of £2m.
- e) The Respondent's letting of the demised property on an AST for a term of 12 months at a market rent to Miss Maria Pillar Ibanez Lopez who occupied the property solely as a private residence with her sister did not breach the requirements of Clause 3(18).

60. The Applicant's case for breach of Clauses 3(11) and 4(1) was that the Respondent had breached the user clause (Clause 3(18)) by subletting the demised premises to Miss Maria Lopez which caused the insurance policy to be voided and in turn resulted in a higher premium for the new policy. The Tribunal finds that there has been no breach of Clause 3(18) by the Respondent which means that the Applicant's case for breach of insurance requirements has no factual foundation.

61. The Tribunal adds that the Applicant's evidence concerned the non-renewal of the property insurance by Home Sure which does not

fall within the remit of clauses 3(11) and 4(1). These clauses are concerned with acts that may cause the **current** building insurance during the insurance period to be made void or voidable or lead to an increase in the premium. The Tribunal relies on the use of the words “*whereby any insurance for the time being effected*” in the respective clauses for its construction that the clauses only applied to the insurance in place, and not when the insurance was being renewed. Further the Tribunal considers that its construction makes sense because it gives clarity of the causative effect of an event on the insurance. In contrast an increase in premium when the insurance is renewed could be a result of many factors not connected with the actions of the occupants living at the property.

62. The Tribunal found that the policy brokered by Home Sure continued in force until the date of renewal with no increase in premium following the Applicant’s conversation with Home Sure about the occupation of No 15 in November 2024. Finally Mr Buttle’s evidence did not support the proposition that the Respondent’s actions had somehow caused an increase in the premium of the current policy.
63. **The Tribunal decides that no breach of Clauses 3(11) and 4(1) by the Respondent had occurred in relation to the insurance of the property taken out by the Applicant.**

#### **Access Covenant**

64. Under Clause 3(8) the Lessee covenants with the Lessor: *to permit the Lessor and its agents with or without servants and workmen at all reasonable times in the daytime during the said term to enter upon and examine the state of repair and condition of the Demised Premises and thereupon the Lessor may serve upon the Lessee notice in writing specifying all defects and wants of repair then and there found and which the Lessee shall be liable to make good under the covenants herein contained And if the Lessee shall not within two months after the service of such notice proceed diligently with the execution of such repairs then to permit the Lessor to enter upon the Demised Premises and execute such repairs and the cost thereof shall be a debt due to the Lessor from the Lessee and be forthwith recoverable by action.*”
65. The Tribunal finds the following facts
66. On the 12 November 2024 the Applicant posted a letter 2<sup>nd</sup> Class dated 10 November 2024 to the Respondent at its then registered office of Hallswelle House, 1 Hallswelle Road, London NW11 0DH.
67. The Applicant stated that

“We write regarding the above property.

I am giving you formal notice that the lease is in continuous, inherent breach.

You will note that I have not receipted the Notice of Transfer dated 17 April 2024 and have not accepted or acknowledged the assignment, transfer and purchase of NGL273274 and nothing in this letter should be taken as such.

Novabelle Limited remains in continuous breach of the lease under Clause 3(18) and is wholly incompatible with the lease structure since it acquired the title on 8 April 2024.

My solicitor at Portner Law gave formal notice of "purported breaches" in a letter dated 23 May 2024, accompanying the s45 notice.

You ignored this and subsequently defaulted on the statutory deposit. No clarification was sought from your side.

I should also note that his letter was issued under legal obligations arising from the Leasehold Reform, Housing and Urban Development Act 1993 after the outgoing tenant served a s42 notice. It was not an acknowledgement of the assignment or your company's entitlement. All rights were expressly reserved.

The specifics of the breach are that a limited company, or property investment vehicle as per Companies House records for Novabelle, cannot fulfil or comply with the obligations set out in Clause 3(18). A corporate entity cannot occupy the premises as a private residence in the sole occupation of the Lessee and his family, as required by the lease.

For the avoidance of doubt, Clause 3(18) is clear and states: "To use and occupy the Demised Premises as a private residence only in the sole occupation of the Lessee and his family and for no other purpose". Despite this, and with Ely Feldman's pre-acquisition enquiries and knowledge about this specific clause, and without any assurances, you proceeded to purchase the title as a corporate investment vehicle in direct conflict with the restriction in Clause 3(18) and requested the lease extension be expedited after the purchase.

The breach was entirely avoidable and the restriction was reflected in the low acquisition price reflected.

The subsequent attempt to resolve the breach post-acquisition through variation or letting only highlights that the breach was foreseeable, avoidable, self inflicted and premeditated.

By abandoning the variation on 18 September 2024, and subsequently placing occupants in the premises, in breach of the lease, you tacitly acknowledged the clause's incompatibility. Had you genuinely believed there was no conflict, you would not have sought to vary the lease, pre or post-acquisition.

As of 31 October 2024/1 November, several Spanish-speaking ladies began occupying the premises in further breach of the lease. This does not remedy the breach. Novabelle cannot fix a non-compliant headlease by placing private individuals into occupation in further breach of the lease. No one can convey a better title than they have themselves. The breach began at assignment and continues.

No variation has been agreed or executed. There has been no consent, waiver, estoppel or acquiescence and my rights remain fully reserved.

These matters are also putting the building's insurance at risk, potentially creating compound breaches under Clauses 3(11), 4(1) and 5(1).

Following your withdrawal from variation discussions and the occupation of the premises, in further breach of the lease, it is clear that matters now require formal enforcement action.

**Please immediately confirm the identity of the occupants occupying in breach of the lease and arrange for access and inspection in accordance with the lease.**

I also remind you that under section 168 of the Commonhold and Leasehold Reform Act 2002, no section 146 notice may be served unless a breach has been admitted or determined by a Tribunal. This letter formally sets out my position and the existence of multiple lease breaches.

For the avoidance of doubt, your ownership is inherently incompatible with the lease; the occupation of the premises is a further ongoing breach of the lease; there has been no waiver, consent, estoppel or acquiescence: I do not accept, acknowledge or waive any breach; and my rights to take further action, including applying to the Tribunal, are fully reserved”.

68. The Respondent did not acknowledge receipt of the letter, and made no arrangements with the Applicant for him to inspect the property. Mr Feldman believed that the Applicant’s request to inspect the property was to ascertain the identity of the persons living at the property. Mr Feldman in support of his belief referred to the fact that the Applicant’s letter of 12 November 2024 made no mention of an intention to assess the state and disrepair of the property. Also Mr Feldman relied on the timing of the letter which was just 12 days after the tenants moved into No 15. Finally Mr Feldman considered the Applicant’s contention that he had been denied access was contradicted by his own evidence that he had declined an invitation from Miss Sarah Lopez to enter the property on 18 June 2025.
69. The Applicant accepted that his letter made no specific reference to the state and disrepair of the property. The Applicant acknowledged that his letter was ambiguous in respect of the purpose of the proposed access and inspection. The Applicant did not consider an invitation from Miss Lopez to enter the property constituted an offer from the Respondent to inspect in accordance with the terms of the lease.
70. The Tribunal considered it was necessary to set out the Applicant’s letter in full in order to demonstrate that the purpose of the letter was to put the Respondent on notice of a potential breach of the user covenant in clause 3(18). The Tribunal is satisfied that the Applicant’s request to access and inspect the property was to ascertain the identity of the persons living at the property. The Applicant’s request had nothing to do with the state and disrepair of the property, which was not mentioned at all in the letter.

71. The Tribunal agrees with Mr Fain’s submission that Clause 3(8) is a “Jervis v Harris” clause<sup>6</sup> which means that the access and inspection requested under Clause 3(8) must be for the purpose of examining the state and repair of the condition of No.15.
72. **The Tribunal has found that the Applicant’s request for access and inspection in the letter dated 10 November 2024 was not for the purposes of assessing the state and condition of the property. The Tribunal, therefore, decides that the Respondent has not breached the covenant as set out in Clause 3(8).**
73. The Tribunal makes two further points on the facts relating to the alleged breach of clause 3(8):
- a) The Tribunal agrees with the Applicant that an invitation from the tenant to enter the property did not constitute an offer from the Respondent to access and inspect the property.
  - b) Clause 7(2) of the Lease requires a Notice by the Lessor to the Lessee to be sent by first class post. The Applicant’s letter dated 10 November 2024 was sent by second class post which does not constitute good service under the terms of the lease.

### **Nuisance Covenants**

74. Under Clause 3(18) (second part) the Lessee covenants with the Lessor .... *“And to keep free of obstruction the paths passages forecourts and other parts of the Lessor's Property giving access thereto or to the other maisonette or to the gardens belonging thereto”.*
75. Under Clause 4(1) the Lessee covenants with the Lessor and with and for benefit of the owners and tenants during the term of the other maisonette and the remaining maisonettes comprising the Lessor’s property: *“Not to do or permit or suffer to be done in or upon the Demised Premises anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Lessor of the occupier of the other maisonette or neighbouring owners or occupiers...”*
76. The Applicant also referred to potential breaches of paragraph 1 of the Second Schedule to the Lease which is not a covenant but a leasehold easement. The Tribunal has no jurisdiction to determine disputes over leasehold easements.

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<sup>6</sup> Jervis v Harris Clause : A clause in a lease or tenancy agreement which allows the landlord to serve a notice on a tenant to carry out repairs. Where a tenant fails to do so, the landlord may enter, carry out the works itself and recover the costs from the tenant as a debt.

77. In his witness statement the Applicant gave evidence on a variety of incidents, ranging from noise, banging on the door, theft of garden tools and dog fouling which impacted on his enjoyment of the property. The Applicant's statement of case, however, restricted his evidence to two categories of conduct: dog fouling and obstruction of the passageway to support his allegation of breach of covenants relating to nuisance. The Tribunal, therefore, intends to limit its evaluation of the evidence to the two categories referred to in the Applicant's statement of case.
78. The Applicant stated that the occupiers of No 15 had placed items in the shared passageway on several occasions which had obstructed the passageway and was a nuisance which was annoying and inconvenient to him. The Applicant pointed out that the shared passageway was enclosed and very narrow with the two front doors adjacent to each other which he said exacerbated the nuisance, annoyance and inconvenience caused by the various items. The Applicant produced photographs of the various items to substantiate his assertions on the obstruction, namely: 04.01.25 (boxes and crates); 10.01.25 (planks on path have in situ for over a year); 04.08.25 (planks); 07.09.25 (boxes); 08.09.25 (table and other items); and 09.09.25 (box).
79. The Applicant said that the dog belonging to the occupiers of No 15 had fouled the passageway on many occasions with urine and faeces. The Applicant asserted that this had been ongoing since the tenants had moved in, and that no other dogs used the passageway. The Applicant said that the frequent fouling amounted to an obstruction, and caused him annoyance and inconvenience. The Applicant produced photographs of the fouling and a video clip of the tenant's sister and the dog showing the dog urinating outside the door of the Applicant's property. The Applicant emphasised that the photographic evidence was samples of the nuisance complained about and did not represent the full picture of the frequent fouling by the dog. The photographs identified evidence of fouling on 22.1.24; 03.12.24; 06.12.24; 09.12.24; 24.12.24 (faeces); 04.01.25; 10.01.25; 28.01.25; 27.07.25; 30.07.25; 04.08.25; 31.08.25, 07.09.25; and 08.09.25.
80. The Respondent relied on the witness statement of Miss Sarah Ibanez Lopez, the sister and carer of the tenant, to counter the Applicant's evidence. The Respondent produced a letter from her GP to explain her non-attendance at the Tribunal hearing. Miss Lopez denied that they had left any items in the communal passageway and accused the Applicant of piling up cardboard boxes in the passageway. Miss Lopez disagreed that their dog had persistently urinated or left faeces in the communal passageway. Miss Lopez said that the dog had urinated on a couple of occasions and had not deposited faeces. Miss Lopez stated that she had cleaned up after the dog had urinated. Miss Lopez made various allegations about the Applicant's conduct.

81. The Tribunal found the Applicant to be a truthful witness and that his evidence was corroborated by the photographs. The Tribunal was not impressed with the contents of Miss Sarah Lopez's witness statement. Miss Lopez did not attend the hearing and as a result her evidence was not subject to cross examination. The letter from her GP did not state that she was unable to attend the hearing. Further her statement comprised a series of allegations about the Applicant's behaviour which were not relevant to the issues in dispute. In contrast the Applicant in his statement of case and his witness statement focussed on the facts. The Applicant considered that he had to refute the allegations made by Miss Lopez in his response which in the Tribunal's view demonstrated the unhelpful nature of Miss Lopez's statement.
82. The Tribunal accepts the Applicant's evidence. The Tribunal finds that (1) the frequent fouling by the tenant's dog of the communal passageway constituted an annoyance to the Applicant and caused him inconvenience and (2) the placing of various items in the communal passageway by the tenant amounted to an obstruction of the passageway and the paths belonging to the Applicant as freeholder.
83. Although the Tribunal has found in favour of the Applicant in respect of the facts, it does not follow that the Respondent in his capacity of Lessee has committed a breach of covenant. Mr Fain for the Respondent pointed out that it is the Lessee not the tenant who has covenanted with the Lessor to observe the obligations in Clauses 3(18) and 4(1).
84. Under Clause 3(18) the obligation not to obstruct the passageway is upon the Lessee, not the tenant of No 15. Similarly under Clause 4(1) the Lessee is only liable for a breach of covenant if he has permitted or suffered to be done in or on the demised premises anything which may become a nuisance.
85. The Applicant adduced no evidence that the Respondents in its capacity of Lessee was responsible (either directly or indirectly by permitting or suffering it to be done) for the obstruction of the passageway and for the frequent urinating and defecation by the tenant's dog of the communal passageway. Further the Applicant did not ask the Respondent to take action against the tenants for potential nuisance under the terms of the AST. Finally the scope of Clause 4(1) only applies to acts done in or upon the demised premises which does not include the communal passageway.
86. **In view of its findings in the above paragraph the Tribunal decides that no breach of covenant has occurred by the actions of the Respondent in respect of obstruction under Clause 3(18) and of nuisance under Clause 4(1).**

## Administration Charge

87. The Applicant sent the Respondent a demand for Administration Charges and section 60 Costs. The demand was accompanied by a Summary of Tenant's Rights and Obligations. The Applicant claimed the amount of £4,152 including VAT for legal fees which was broken down into £3,360 plus VAT of £672 for Licence related work and £105 plus VAT of £21 for work in connection with the service of a section 146 Notice.
88. The charges related to costs incurred by the Applicant's solicitor in his negotiations with the Respondent's solicitor about a new lease for No15 following the service of a section 42 Notice. The negotiations broke down with the result that the Respondent withdrew his claim for a new lease on 26 February 2025.
89. The Applicant's solicitors supplied the Applicant with an itemised schedule of costs for work done on the new lease negotiations. The Applicant identified from that schedule those legal costs which he said constituted administration charges (Appendix 1). Essentially the Applicant decided that the costs incurred by his solicitor regarding the proposed deletion of clause 3(18) from the new lease were "Licence related costs". The Applicant also identified one matter which he said was incurred on the preparation of a section 146 Notice.
90. The Applicant relied on clauses 3(15) and 3(16) of the lease as authority for treating these costs as administration charges.
91. Clause 3(15): *"To pay all costs charges and expenses (including solicitors costs and surveyors fees) incurred by the Lessor in or in contemplation of any proceedings or the preparation of any notice under section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court."*
92. By clause 3(16): *"To pay all reasonable costs and expenses of the Lessor (including Solicitors' and Surveyors' costs and fees) incurred on any application by the Lessee for any licence or consent under this Lease and preparing any licence or consent whether or not the same shall be taken by the Lessee."*
93. Mr Fain contended that the costs incurred on the licence related work were the costs of the negotiations over the terms of the new lease and had nothing to do with a grant of a licence or consent in accordance clause 3(16). Mr Fain added that no sums were due in contemplation of any proceedings or the preparation of any notice under section 146 because there had been no breach of covenant and in any event no forfeiture proceedings could be brought during the currency of a claim for a new lease in accordance with

paragraph 6 of schedule 12 to Leasehold Reform Housing Urban Development Act 1993 (1993 Act).

94. The Tribunal finds that the costs incurred on the “licence related work” were costs associated with the negotiations over the new lease and did not meet the requirements of clause 3(15). The Applicant has supplied no evidence that the costs of £105 on 16 October 2024 were incurred in contemplation of forfeiture proceedings. The schedule records that the costs relate to an “email in from client and considering matter with litigation event”. In any event Mr Fain is correct that no forfeiture proceedings can be brought during the currency of a claim for a new lease.
95. **The Tribunal decides that the Respondent is not liable to pay the administration charges of £4,152 including VAT.**

### **Section 60 Costs**

96. Under section 60 of the 1993 Act the Respondent after giving a section 42 notice for a new lease had become liable to pay the Applicant’s reasonable costs actually incurred by him in relation to specified matters which are defined by section 60(1) as a) any investigation reasonably undertaken of the Respondent’s right to a new lease; b) any valuation of the Respondent’s flat for the purpose of fixing the premium; and c) the grant of a new lease. In this case the Respondent was liable for the Applicant’s reasonable costs incurred to the date of the withdrawal of the section 42 which was on 26 February 2025.
97. The Applicant claimed £3,360 plus £672 VAT for legal fees, £1,200 plus £240 VAT for Valuer’s fees, and £25 plus £5 Vat for disbursements. The Applicant’s claim for legal costs was supported by the itemised schedule of costs for work done on the new lease negotiations prepared by his solicitor. The Applicant had carried out a further allocation of the itemised schedule between “Section 60 costs” and “Licence related costs”.
98. The Respondent admitted liability to pay legal costs of £1,685 plus £337 VAT. The Respondent disputed four items of expenditure which the Tribunal takes in turn.
- (i) **15 to 20 May 2024 Reviewing Title Documents, S42 Notice, Transfer & Valuation:** Applicant Claimed £700 for two hours work. The Respondent stated that the lease was not a complex document, nor would the other documents require two hours of time of an experienced solicitor. Based on the lengthy experience of the Respondent's solicitor it is suggested no more than 45 minutes would be required for such work. That equates to £320 (Respondent made a mathematical error 45 minutes equates to £210). The Applicant response was that the costs had been properly

incurred. **The Tribunal decides that one hour is reasonable which equates to £350.**

(ii) **16 to 20 May 2024 Drafting Counter Notice to previous & new tenant's solicitors:** Applicant claimed £1,050 for three hours work. The Respondent submitted an experienced solicitor would not need three hours to prepare a counter-notice, require deduction of title and write to two firms of solicitors. In the considerable experience of the Respondent's solicitor, one hour would be sufficient - that equates to £350. The Applicant response was that the costs had been properly incurred. **The Tribunal decides that two hours are reasonable which equates to £700.**

(iii) **22 May 2024 Amending letters & additional first letter to tenant:** Applicant claimed £175 for 30 minutes. The Respondent was unclear what these letters relate to, nothing offered. The Applicant was unable to add to the information in the schedule. **The Tribunal decides that £175 is not reasonable.**

(iv) **23 May 24 Finalising first & second letters and counter notice:** Applicant claimed £525. The Respondent noted that 1.5 hours of work is claimed (£525) with reference to letters and more work on counter-notice already charged for, and for service. Without further evidence three units offered of £105. The Applicant was unable to add to the information in the schedule. **The Tribunal decides that £105 is reasonable.**

99. **The Tribunal decides that the Respondent is liable to pay the Applicant legal costs of £2,065 plus £413 VAT which makes a total of £2,478, and surveyors' fee of £1,200 plus £240 VAT. The Tribunal notes that the Respondent has paid the surveyors' fee direct to the surveyor. The Tribunal makes no order for disbursements of £30 including VAT.**

100. **The Tribunal's decision is recorded at Appendix 2.**

101. Finally, the Tribunal deals with the Applicant's submission that

"Any mismatch or misallocation of section 60 costs or Administrative charges will simply be resubmitted as costs accrued are a response/reaction to the Respondent's statutory rights and requests. It seems futile to waste time arguing over which costs are apportioned where as ultimately the Respondent is liable for them regardless of how they are".

102. The Tribunal comments that it was the Applicant's decision to categorise his legal costs between administration charges and

section 60, and he has presented his case on that footing. Further it does not necessarily follow that the amounts disallowed as administration charges can then be claimed under section 60. The Tribunal notes that Hague on Leasehold Enfranchisement 7<sup>th</sup> Edition at paragraph 32.26 states that

“The matters for which the tenant is liable to pay costs are: (iii)The grant of a new lease under s.56. This has been construed as meaning “the costs of and incidental to the drafting and execution of the new lease”, **and will not include the costs of arguing or negotiating the claim**”

**Appendix 1: Itemised Schedule of Costs broke down between s60 costs and licence related costs.**

**Appendix 2: Tribunal’s decision on section 60 Costs**

**INTERIM SCHEDULE OF TIME**

Breakdown of time incurred from 15 May 2024 to date

Appendix 1

At the

**Partners'** rate of £400 per hour + VAT

**Consultant/Senior Solicitors'** rate of £350 per hour +VAT

**Associate Solicitors'** rate of £300 per hour + VAT

**Client:** Adam Sonin  
**Matter:** Lease Extension - Lower Maisonette, 15 West End Lane, London EN5 2SB  
**File Ref:** JG/034899/1

Attendance Note	Date	Commentary	Fee Earner	6 mins = 1 unit Time in Minutes			Units	Amount £
				Solicitor	Senior Solicitor	Partner		
Licence related (Clause 16)	14.5.24	Telephone conversation with client re proposed lease extension.	JG		30		5	£175.00
Section 60 Costs	15.5.24	Letter out to tenant's solicitors requesting deduction of title and deposit.	JG		12		2	£70.00
Section 60 Costs	15.5.24	Email in from client with Section 42 Notice, Valuation Report and Notice of Transfer. Obtaining title documentation.	JG		18		3	£105.00
Section 60 Costs	15-20/05/24	Reviewing title documentation, lease, Section 42 Notice, Notice of Transfer and Valuation Report.	JG		120		20	£700.00
Section 60 Costs	15-20/05/24	Drafting Counter-Notice and letters of service (first letter re statutory deposit and deduction of title and second letter re service of counter-notice) to previous and new tenant's solicitors as well as to new tenant.	JG		180		30	£1,050.00
Section 60 Costs	20.5.24	Email out to client re Counter-Notice and Notice of Transfer.	JG		12		2	£70.00

**INTERIM SCHEDULE OF TIME**

Breakdown of time incurred from 15 May 2024 to date

Section 60 Costs	20.5.24	Email in from client with documents.	JG		6		1	£35.00
Section 60 Costs	20.5.24	Long email out to client with draft counter-notice and letters of services with commentary.	JG		6		1	£35.00
Licence related	21.5.24	Email out to client re variations to the lease and requesting authority to proceed to service.	JG		12		2	£70.00
Licence related	21.5.24	Telephone conversation with client re counter-notice, variations to the lease and service.	JG		30		5	£175.00
Section 60 Costs)	22.5.24	Amending second letters. Drafting additional first letter to the new tenant.	JG		30		5	£175.00
Licence related	22.5.24	Email in from client re letters.	JG		6		1	£35.00
Licence related	23.5.24	Reviewing lease and email out to client re authority and variation to the lease.	JG		24		4	£140.00
Section 60 Costs	23.5.24	Email in from client with authority to proceed to service.	JG		6		1	£35.00
Licence related	23.5.24	Various emails in and out with client re variations to the lease.	JG		24		4	£140.00
Section 60 Costs	23.5.24	Finalising first and second letters and finalising counter-notice. Serving the same.	JG		90		15	£525.00
Section 60 Costs	31.5.24	Email in from new tenant's solicitors acknowledging receipt of letters and counter-notice and providing the deed of assignment. Reviewing the same and email out to solicitors requesting Transfer Deed.	JG		24		4	£140.00
Licence related	7.6.24	Telephone conversation with client re current position.	JG		30		5	£175.00
Section 60 Costs	7.6.24	Email out to new tenant's solicitors requesting a copy of the Transfer Deed as well as deduction of title and payment of the statutory deposit.	JG		6		1	£35.00
Licence related	10.6.24	Two emails in from client re telephone conversation as well as comments on premium and lease variations.	JG		12		2	£70.00

**INTERIM SCHEDULE OF TIME**

Breakdown of time incurred from 15 May 2024 to date

Licence related	13.6.24	Email out to client re telephone conversation and current position.	JG		12		2	£70.00
Section 60 Costs	17.6.24	Email in from new tenant's solicitors with Transfer Deed. Reviewing the same.	JG		6		1	£35.00
Licence related	18.6.24	Email in from client re assignment of lease and variations to the lease.	JG		6		1	£35.00
Licence related	20.6.24	Email out to client re assignment of lease and variations to the lease.	JG		30		5	£175.00
Licence related	20.6.24	Email in from client re premium and alterations to the lease.	JG		6		1	£35.00
Licence related	20.6.24	Email out to client re assignment and alterations to the lease.	JG		12		2	£70.00
Licence related	22.6.24	Email in from client re statutory deposit and alterations to the lease.	JG		6		1	£35.00
Licence related	24.6.24	Email out to client re premium, statutory deposit and alterations to the lease.	JG		12		2	£70.00
Licence	10.7.24	Email in from client re leasehold reforms.	JG		6		1	£35.00
Licence	11.7.24	Zoom call with client re current position.	JG		30		5	£175.00
Licence	11.7.24	Email in from client re Zoom call.	JG		6		1	£35.00
Licence	12.7.24	Email in from client re premium offer.	JG		12		2	£70.00
Licence	12.7.24	Email out to client re premium offer.	JG		12		2	£70.00
Licence	17.7.24	Email in from client re premium offer.	JG		6		1	£35.00
Licence	17.7.24	Email out to client re premium offer.	JG		12		2	£70.00
Section 60	25.7.24	Reviewing lease and drafting draft lease.	JG		60		10	£350.00
Licence	4.10.24	Telephone conversation with client with update and letter in from tenant's solicitors.	JG		24		4	£140.00
Licence	7.10.24	Reviewing letter in from tenant's solicitors and email in from client with notes.	JG		12		2	£70.00
Licence	7.10.24	Drafting letter to tenant's solicitors.	JG		60		10	£350.00
Licence	7.10.24	Discussing draft letter with client and making final amendments.	JG					No charge.

**INTERIM SCHEDULE OF TIME**

Breakdown of time incurred from 15 May 2024 to date

Licence	9.10.24	Emails in from client on draft letter. Incorporating amendments and email out to client.	JG		18		3	£105.00
Licence	10.10.24	Email in from client on draft letter and further amendments to letter.	JG		18		3	£105.00
Licence	11.10.24	Two emails in from the tenant's solicitors re premium and lease offer.	JG		12		2	£70.00
Licence	11.10.24	Emails out to client re tenant's solicitors' reply and emails in.	JG		18		3	£105.00
Licence	14.10.24	Email in from client.	JG		6		1	£35.00
Licence	15.10.24	Email in from tenant's solicitors with attachments. Considering the same.	JG		12		2	£70.00
Licence	15.10.24	Email out to client.	JG					No charge
s146	16.10.24	Email in from client and considering matter with litigation colleague.	JG		18		3	£105.00
Licence	18.10.24	Email out to client.	JG		12		2	£70.00
Licence	21.10.24	Email in from client and email out re tenant's response.	JG		18		3	£105.00
Licence	25.10.24	Telephone conversation with client re tenant's position.	JG		18		3	£105.00
Licence	29.10.24	Email in from tenant's solicitors, email out and email out to client.	JG		12		2	£70.00

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£6,825.00
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## Appendix 2

Section 60 Costs 15 West End Lane

		Resp Comments		Tribunal
15-May-24	Letter req deduction of title & deposit	£ 70.00	Agreed	£ 70.00 £ 70.00
15-May-24	Email from Client s42 Notice, Transfer & Valuation	£ 105.00	Agreed	£ 105.00 £ 105.00
15 to 20 May 2024	Reviewing Title Docu, S42 Notice, Transfer & Valuation	£ 700.00	Not complex 45 mins	£ 320.00 £ 350.00
16 to 20 May 2024	Drafting Counter Notice to previous & new tenant's solicitors	£ 1,050.00	Not complex 1 hour	£ 350.00 £ 700.00
20-May-24	Email client Counter Notice & Notice of Transfer	£ 70.00	Agreed	£ 70.00 £ 70.00
20-May-24	Email from Client with documents	£ 35.00	Agreed	£ 35.00 £ 35.00
20-May-24	Long email to Client with draft counter notice & service	£ 35.00	Agreed	£ 35.00 £ 35.00
22-May-24	Amending letters & additional first letter to tenant	£ 175.00	Unclear what the letter relate to	£ - £ -
23-May-24	Email from Client with authority	£ 35.00	Agreed	£ 35.00 £ 35.00
23-May-24	Finalising first & second letters and counter notice	£ 525.00	Already charged for	£ 105.00 £ 105.00
31-May-24	Acknowledge tenant's solicitors & deed of assignment Reviewing	£ 140.00	Agreed	£ 140.00 £ 140.00
07-Jun-24	Email to T's Sol req transfer doc, deduction of tile & deposit	£ 35.00	Agreed	£ 35.00 £ 35.00
17-Jun-24	Reviewing Transfer Deed	£ 35.00	Agreed	£ 35.00 £ 35.00
25-Jul-24	Reviewing Lease & drafting draft lease	£ 350.00	Agreed	£ 350.00 £ 350.00
	Total	£ 3,360.00		£ 1,685.00 £ 2,065.00
	VAT @ 20 per cent	£ 672.00	VAT at 20 per cent	£ 337.00 £ 413.00
	Total	£ 4,032.00		£ 2,022.00 £ 2,478.00
	Surveyor's Valuation	£ 1,200.00		
	VAT	£ 240.00		
	Total	£ 1,440.00	Paid	
	Disbursement	£ 25.00		
	VAT	£ 5.00		
	Total	£ 30.00		

## **RIGHTS OF APPEAL**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.