



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

Case Reference : **LON/00AZ/OC9/2025/0700**

Property : **Ground Floor Flat, 69 Woolstone Road, SE23 2TQ**

Applicant : **Mr Harprakash Abbott**

Representative : **CDS Mayfair**

Respondent : **Ms Omodele Okufi**

Representative : **None**

Type of Application : **Section 33 (1) of the Leasehold Reform, Housing and Urban Development Act 1993.**

Tribunal : **R Waterhouse FRICS**

Date of Decision : **15 April 2026**

Decision

The Tribunal orders the payment by the Respondent Omodele Okufi of a total including VAT of £2,078.08 which comprises £1150

for valuation, £900 for legal and £28.08 for postage disbursements.

The sum to be paid within 28 days of receipt of the decision.

Introduction

1. For this application and decision, the Applicant is the CDS Mayfair on behalf of Harprakash Abbott and the Respondent is Omodele Okufi.
2. This is an application made by the Applicant's representative CDS Mayfair on behalf of the Applicant Harprakash Abbott (freeholder) under section 91 (2) (d) of the Leasehold Reform, Housing and Urban and Development Act 1993 (as amended) ("the Act") for a determination of the statutory costs payable by the Respondent Omodele Okufi (leaseholder) , in relation to the property known as Ground Floor Flat 69 Woolstone Road London SE23 2TQ ("the property").
3. From the lease plan the property comprises a ground floor flat, of three rooms, a kitchen and a bathroom.
4. The Applicant's entitlement to its costs under section 60(1) of the Act arises in the following way. Pursuant to section 91(2)(d) of the Act, the Respondent Omodele Okufi (leaseholder)'s solicitor Andrew Adimabua Osadebe, served a Notice on the Respondent dated 20 July 2023 to exercise the Respondent's right to an extension of the Lease in accordance with section 42 of the Leasehold Reform, Housing and Urban Development Act 1993. The Notice was incomplete and served on Mrs Kapil the wife of Vishwa Kapil. The premium proosed was £4,500.00 [47/238]
5. A second Notice was served on 9 August 2023 on Mrs Kapil and Harprakash Abbott to exercise the Respondents right to an extension of the Lease in accordance with section 42 of the Leasehold Reform, Housing and Urban Development Act 1993.
6. On 15 September 2023 the Applicant Mr Harprakash Abbott solicitor served a counter notice in accordance with section 45, the counter notice included the Applicants surveyor's valuation, the counter proposal was £ 78,325. [59/238]
7. Omodele Okufi (leaseholder) Respondent had 6 months following the receipt of the counter notice to apply to apply to the First – tier Tribunal, for determination, of the terms in dispute. That date is asserted by the Applicant representative CDS Mayfair to be 15 March 2024
8. It is asserted by the Applicant CDS Mayfair that Respondent Leaseholder failed to make an application within the 6 months or indeed at all.
9. Pursuant to section 53 of the Act the Notices were deemed withdrawn.

10. On the 5 April 2024 the freeholders representative CDS Mayfair made a formal demand to the Respondent Omodele Okufi's representative Zuriel Solicitors and then on the same day also to Omodele Okufi for payment of Applicant's freeholders' costs in relation to the lease extension pursuant to section 60 of the Act. The sum demanded was £ 4,328.88 inclusive of VAT.

Preliminary matter

11. By case management application, dated 23 January 2026, the applicant's legal representative seeks removal or redaction of Annexes EG and H from the Respondents application for a reasonable cost order dated 2 January 2026 which are subject to "without prejudice".

12. By response, the Respondent undated objected to the Applicants request.

13. In further correspondence undated by the Respondent but subsequent to 10 February 2026, the Respondent, that they "I confirm to the tribunal that I wish for my submitted documents made to the tribunal also to stand as my statement.

14. The Tribunal determines documents submitted within the bundle should stand other than those which are "without prejudice" those will not form part of the deliberations.

The Determination

Applicant Landlords proposed costs submission

15. The landlord has requested £4,328.88, in their application dated 4-9-25 there is correspondence in the bundle which relate to without prejudice discussions, these matters are without prejudice, and the Tribunal has not had recourse to them.

16. By case management application dated 16 January 2026, the Applicant sought to amend the costs

17. "The total costs in April 2025 were £4,328.88 which relate to the legal fees in considering the Respondent's section 42 Notice and drafting the section 45 notice and instructing a surveyor. However, a reduction to these legal fees was applied.

18. The sum of £2,078.08 (inc VAT) is the sum incurred by the Applicant in respect of the Respondent initiating her request for a lease extension under section 42 of the Leasehold Reform, Housing, and Urban Development Act 1993."

19. By case management application, dated 23 January 2026, the Applicant's legal representative seeks removal or redaction of Annexes EG and H from the Respondents application for a reasonable cost order dated 2 January 2026 which are subject to "without prejudice".

20. Attached to the case management application of 23 January 2026 was a schedule which itemised the valuation fee £1,150.00 inc vat, legal costs £4,141.00 reduced £900.00, and a postage £28.08. At [159/238] a schedule from the Applicant notes the hours incurred by their solicitors utilising £395, £330 and £195 and £175 per hour being Grade A/A/C/D respectively).

21. In the landlord's statement of Reply , to the tenant's submission [170/238] the landlord states they attempted to settle the costs as follows; £1150 inc vat, solicitor's costs £900 inc vat, land registry fee of £7, and Tribunal application fee of £ 114.00

Valuation costs

22. The freeholder appointed M Granger Consulting to act for the Landlord to determine the premium in granting the Tenant a lease extension upon the receipt of the Tenant's Section 42 Notice. The figure requested for this element is £1,150.00 [156/238]

Landlords Legal Fees

23. The Landlord's solicitor's costs in :
(a) Reviewing the Section 42 Notice
(b) Advising the Landlord in respect of the Tenant's Section 42 Notice;
(c) Liasing with the surveyor;
(d) Drafting the Landlord's Section 45; and
(e) Effecting Service of the Landlords Section 45 Notice upon the Tenant and her former solicitor

24. This was said to form £4,141.00 costs but has been within the document annexed to the application dated 23 January 2026 has been reduced to £900.00. There is an additional charge of £28.08 for postage disbursements.

The Tenant's submission

25. A case management application was made by Omodele Okufi dated 02 January 2026. [78/238]. The contents of which the Tribunal has carefully noted.

26. In the case management application dated 2 January 2026, it is asserted that, two letters dated 15 September 2023 were received from CDS Mayfair.

27. The Respondent notes that the letter that was received had the incorrect postcode in the address. Additionally, it was stated that the Respondent had refused entry to the landlord's surveyor, an allegation denied by the Respondent.

28. The Respondent also states in the case management application that the respondent did not instruct their solicitor to serve any notices including the request for a lease extension.

29. In the application dated 2 January 2026 it is stated that no counter notice was received. Therefore, it is not reasonable to expect to make an application.

30. The contents of the application have been carefully considered by the Tribunal.

31. There are additional papers relating to issues of ground rent and repairs going back several years.

33. By email letter dated 25 December 2025 from the Respondent to CDS Mayfair a record of an alleged conversation was set out and the position asserted that the Respondent was not willing to pay for a valuation report undertaken by the Applicants surveyor because the Respondent had not been asked for access nor had they received a copy of the report.

34. The Respondent, leaseholder, Omodele Okufi, submitted a case management application, on 5 January 2026, relating to dates for the hearing.

35. By letter to the Tribunal undated but after 10 February 2026 the respondent submitted a “Timeline of Key Events”, this has been considered by the Tribunal.

Relevant Statutory Provision

36. Judicial guidance on the application of section 33 was given in the case of *Drax v Lawn Court Freehold Ltd* [2010] UKUT 81 (LC), LRA/58/2009. That case concerned the proper basis of assessment of costs in enfranchisement cases under the 1993 Act, whether concerned with the purchase of a freehold or the extension of a lease. The decision (which related to the purchase of a freehold and, therefore, costs under section 33 of the Act, but which is equally applicable to a lease extension and costs under section 60) established that costs must be reasonable and have been incurred in pursuance of the initial notice and in connection with the purposes listed in sub-sections [60(1)(a) to (c)]. The Respondent tenant is also protected by section 60(2) which limits recoverable costs to those that the Applicant landlord would be prepared to pay if it were using its own money rather than being paid by the tenant.

37. In effect, this introduces what was described in *Drax* as a “(limited) test of proportionality of a kind associated with the assessment of costs on the 4 4 standard basis.” It is also the case, as confirmed by *Drax*, that the landlord should only receive its costs where it has explained and substantiated them.

38. It does not follow that this is an assessment of costs on the standard basis (let alone on the indemnity basis). This is not what section 33 says, nor is *Drax* an authority for that proposition. Section 33 is self-contained.

39. Further judicial guidance was given by the Upper Tribunal about the relevant principles to be applied in *The Trustees of John Lyons Charity v Terrace Freehold LLP* [2018] UKUT 02471 when assessing costs under section 33 of the Act and, essentially, confirmed the principles laid down in *Drax*.

Statutory framework

40. The Applicant's liability for payment of the Respondent's costs is governed by sections 33 of the Act. The relevant provisions are as follows:

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. – Cost of enfranchisement

(a) any investigation reasonably undertaken- (i) Of the question whether any interest in the specified premises or other property is liable to acquisition in pursuance of the initial notice or (ii) Of. Any other question arising out of that notice.

(b) deducing, evidencing and verifying the title in any such interest:

(c) making out and furnishing such abstracts and copies and the nominee purchaser may require

(d) any valuation of any interest in the specified premises or other property.

(e) Any conveyance of any such interest.

Reasons for the Decision

42. The Application specifically after amendment by the case management application, seeks a figure comprising;

(i) £1150 inc Vat for valuation services

(ii) £900 for legal, revised down £4141.00

(iii) £28.08 for postage disbursements

Findings

43. The Tribunal finds that a request for lease extension was made by the Respondent's solicitors. The Respondent denies instructing the solicitor to make the Application. There is no evidence that the Respondent has sought to dissuade the solicitor of this action nor that the respondent has taken any measures that might be expected if such an application for lease extension was carried out without instruction.

44. The finds that an application for lease extension was made by the Respondents solicitors, following instructions from the Respondent.

45. The Tribunal finds, notwithstanding some minor errors that of the address' postcode, that a counter Notice was served in response to the original application for lease extension.

46. The Tribunal finds no evidence of an application to the First-tier Tribunal for determination of the outstanding issues including that of the premium.

47. The Tribunal finds therefore that in the absence of any application to the First-tier Tribunal that the application for extension of lease was deemed withdrawn after the 6-month period.

48. The Tribunal reminds itself that the basis of our assessment is that we are not assessing costs on either the standard basis or the indemnity basis. The landlords' costs must nevertheless be reasonable, and this has been described as a limited test of proportionality.

49. This Tribunal has neither the expertise nor the resources to conduct a forensic and detailed assessment. We can only assess the costs in the round.

50. The calculated fee is £4,141.00 which is reduced to £900.00, the Tribunal has no issue with the £900 and determines this element is payable.

Valuation Fees

51. On page [156/238] of the bundle there is an invoice for the valuation costs undertaken by M Granger Consulting, the invoice states it's for "acting in accordance with instructions providing likely premium advice, in regard to a 90-year lease extension under the 1993 Act."

52. The Tribunal is aware that the task is more extensive than a valuation for sale, There is no evidence the surveyor internally inspected the property but it is not necessary to do so and the valuation could be done by an outside inspection and reference to the plans, or indeed remotely. The Tribunal finds the figure of £1,150 .00 not unreasonable and determines that is the figure in respect of the valuation work.

Legal fees

53. The application sought legal fees of £4,141.00 but these were subsequently revised down to £900 by case management application 26 January 2026. Given the non-engagement of the Respondent in the lease extension proceedings the Tribunal finds the figure of £900.00 reasonable

Postal disbursements

54. The Applicant requests £28.08 in lieu of postage disbursements. The Tribunal in the absence of challenge is content with this and determines the figure reasonable.

55. The Tribunal finds the following are payable by the Respondent leaseholder,

- (i) Valuation fee £1,150
- (ii) Legal fees £900
- (iii) Postage disbursement £28.08

56. The Tribunal orders payment of these determined figures payment within 28 days.

Name: Chair Waterhouse FRICS

Dated: 15 April 2026

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>
