



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

Case Reference : **BIR/00CN/EIA/2025/0750
BIR/00CN/ERO/2025/0691**

Property : **Exhibition Fields, Whipton as registered at the
Land Registry under title number DN358912**
**Hamlin Lane Playing Fields, Georges Close,
Exeter EX1 3AG**

**Claimant
(Operator)** : **Cornerstone Telecommunications
Infrastructure Limited**

Representative : **Osborne Clarke LLP**

**Respondent
(Site Provider)** : **Exeter City Council**

Representative : **Freeths LLP**

Application : **Electronic Communications Code
Paragraph 26 (interim rights – other)
Paragraph 20 (new site)**

Date of Order : **20th May 2026**

ORDER

PURSUANT to my Order of 8th January 2026

AND PURSUANT to the Order of Deputy Regional Judge Barlow dated 1st April 2026

AND UPON reading Claimant's Costs Submissions dated 1st April 2026

AND UPON reading Respondent's Submissions on Costs dated 8th May 2026

IT IS ORDERED

1. No order for costs under Paragraph 96 of the Code in respect of either reference
2. The Claimant shall pay the Respondent's reasonable legal and valuation expenses under Paragraphs 25 and 84 in the sum of £6,000 in respect of Exeter Arena (BIR/00CN/EIA/2025/0750) and in the sum of £12,000 in respect of Hamlin Lane (BIR/00CN/ERO/2025/06910)
3. Payment of the total sum of £18,000 to be made within 28 days of the date of this Order

D Jackson
Regional Judge

REASONS

For many years the Claimant operated from property known as Rennes House. In 2024 the Respondent issued redevelopment notices under the Landlord and Tenant Act 1954. Proceedings under the 1954 Act were commenced in the County Court and ultimately listed for trial on 15th December 2025.

The Claimant also issued proceedings under the Code. Notice of reference seeking interim rights at Exeter Arena was received by the Tribunal on 22nd October 2025. Notice of Reference seeking interim and permanent rights at Hamlin Lane was received by the Tribunal on 24th October 2025.

The parties sensibly endeavoured to negotiate a Relocation Agreement to cover both County Court and Tribunal proceedings. Unfortunately, those negotiations broke down at the beginning of December 2025. At the same time the Claimant discontinued proceedings in the County Court shortly before trial on 4th December 2025.

The interim rights applications for both sites for were listed before me for determination at a CMH on 6th January 2026.

In his helpful Skeleton Argument of 5th January 2026 Jon Wills, counsel for the Respondent, suggested a way forward:

“35. C’s tenancy at Rennes House comes to an end on 4 March 2026. If C vacates at that time, or soon after, R’s plans for Rennes House can proceed.

36. If C vacates Rennes House in time to allow this, as it should do in accordance with its tenancy, R has no objection to the grant of Code rights under para 26 over the two sites to which these applications relate.”

Mr Wills pragmatic suggestion paved the way for agreement to be reached and by Order dated 8th January 2026 I imposed interim rights agreements in respect of both Hamlin Lane and Exeter Arena.

The final hearing of the paragraph 20 application in respect of Hamlin Lane was listed for final hearing on 13th April 2026. However, the parties were able to reach agreement and by consent Deputy Regional Barlow imposed a permanent Code Agreement in respect of Hamlin Lane by Order dated 1st April 2026.

Tricia Hemans, counsel for the Claimant, in Claimant’s Costs Submissions seeks costs in respect of both interim rights applications. Ms Hemans concedes the Respondents entitlement to transactional costs. It does not appear from her submissions that the Claimant seeks costs in respect of the Paragraph 20 proceedings.

Ms Hemans seeks costs under Paragraph 96 of the Code because the Claimant has been successful in obtaining both interim and permanent rights at both sites. Ms Hemans submissions are:

- (1) First, the Respondent wrongfully dragged its metaphorical feet during the course of negotiations in a manner which obstructed the swift resolution of the dispute between the parties.*
- (2) Secondly, the Respondent unreasonably withdrew from negotiations and adopted a hostile posture towards achieving resolution.*
- (3) Thirdly, the Respondent effectively conceded the paragraph 20 applications at the eleventh hour. Thus, causing costs - of the hearing and Farrow Statement in particular - to be incurred unnecessarily.*

The Respondent’s Submissions on Costs can be summarised

- (1) R submits that C’s conduct should be condemned in indemnity costs.*
- (2) It was inappropriate for C to link the Renewal Claim with the References and to overtly attempt to use the Renewal Claim as "leverage" to extract what it wanted from the References.*
- (3) It is accepted that C was entitled to seek alternative sites and to attempt to exercise its Code Powers. However, it was not entitled to, and it is tantamount to an abuse of C’s position as a Code Operator benefitting from Code Powers to leverage and link a potential settlement of the Renewal Claim and the giving up of possession of C’s demise at Rennes House with the agreement to and imposition of the ICA’s and the Permanent Agreement*

These were clearly hard fought negotiations. The Claimant has a business need to maintain coverage and in light of the redevelopment of Rennes House sought to identify new sites. The Respondent Local Authority was seeking to demolish and redevelop Rennes House to provide new accommodation for vulnerable, elderly adults.

Neither party should be criticised or “condemned”. The conduct of the Claimant does not begin to justify an award of indemnity costs. Although the Claimant was ultimately successful in obtaining new agreements it did so, by consent and having agreed terms with the Respondent. A consensual deal was reached to the satisfaction of both parties.

The appropriate order in such circumstances is that the parties should bear their own costs of the proceedings.

The Claimant accepts that it should *“pay no more than £10,000 in relation to the Respondent’s transactional costs of the paragraph 26 applications and a reasonable and proportionate sum in respect of its transactional costs of the paragraph 20 application.”*

The Respondent’s Schedule of Costs dated 8th May 2026 is unhelpful in that it does not separately identify transactional and litigation costs. In its Submissions on Costs the Respondent submits *“that transactional costs in these References of approximately £18,000 in respect of 3 agreements is also entirely reasonable and should be allowed in full.”*

Doing the best I can I apportion reasonable transactional costs equally between each of the two temporary agreements (Exeter Arena and Hamlin Lane) and the final Paragraph 20 agreement at Hamlin Lane. Accordingly, £6000 is payable in respect of Exeter Arena and £12,000 in respect of Hamlin Lane.