FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	LON/00AL/OC9/2026/0028
Property	**:**	Flat 16 Conduit House, London SE10 8HW
Applicant	**:**	Brickfield Properties Limited
Representative	**:**	Wallace LLP
Respondent	**:**	Nathan Tannett and Kari Swindon
Representative	**:**	Mezzle Law
Type of Application	**:**	Enfranchisement - costs
Tribunal Members	**:**	Mrs S Phillips MRICS
Date and venue of hearing	**:**	22 July 2026 10 Alfred Place, London WC1E 7LR
Date of Decision	**:**	9 September 2026

DECISION

(i) The Tribunal determines the section 60 statutory costs in the sum of £3,818.88 incl. VAT. This is broken down as follows:

(a) Landlord legal fees of £2,592 incl. VAT.
(b) Land Registry fees incl. VAT £22.80.
(c) Courier fees of £64.08 incl. VAT
(b) Valuation Fees incl. VAT £1,140.

Introduction

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1. This is an application under section 91 of the Leasehold Reform, Housing and Urban Development Act 1993 ("the Act") dated 6 February 2026. The current application by the Applicant landlord is for the determination of the costs payable by the Respondent tenants under section 60(1) of the Act. The Applicant landlord seeks (a) legal costs in the sum of £2,592 incl. VAT, (b) land registry fees of £22.80 incl. VAT, (c) courier fees of £64.08 incl. VAT and (d) valuation fees of £1,140 incl. VAT.

2. The Applicant landlord submitted a bundle for this application totalling 231 pdf pages. All references to this document will be presented in square brackets [x].

3. On 26 April 2026, the Tribunal issued its standard Directions, pursuant to which:

   (i) The Applicant landlord submitted a Schedule of Costs, received on 24 June 2026 [86] as well as submissions and other relevant documents.

   (ii) The Respondent tenants did not file any documents or submissions in relation to this application.

4. The Tribunal have determined this application on the papers.

The Background

5. On 13 September 2024, the previous tenants of the Property served their Section 42 Notice applying for a new lease.

6. The Respondent tenant's predecessors proposed a premium of £27,500. The tenants proposed that the terms of the new lease should be in accordance with the Act.

7. On or around 26 November 2024, the Applicant landlord served its Section 45 Counter-Notice. A premium of £58,260 was proposed. The Applicant landlord proposed that the new lease should be granted in the form of a draft lease attached to the Notice. The Applicant landlord sought to modify the lease in accordance with s.57 of the Act.

8. On 24 March 2025 the Respondent tenants purchased the flat and entered into an assignment of the benefit of the Notice [75-77].

9. The Respondent tenants failed to make an application to the Tribunal within the required statutory time period pursuant to the provision of s.48 of the Act and accordingly the Notice of Claim was deemed withdrawn pursuant to s.53 of the Act on 25 May 2025.

10. Statutory costs had not been agreed and accordingly the Applicant landlord made an application seeking determination of statutory costs payable pursuant to s.60 of the Act.

The Statutory Provisions

11. Section 60 provides, insofar as relevant for the purposes of this decision:

> "(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.
>
> .....
>
> (5) A tenant shall not be liable under this section for any costs which a party to any proceedings under this Chapter before a leasehold valuation 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... or any third party to the tenant's lease."

The Principles

12. In *Metropolitan Property Realisations v Moss [2013] UKUT 415*, Martin Rodger QC, the Deputy President, gave the following guidance on the approach to be adopted:

> "9. These provisions are straightforward and their purpose is readily understandable. Part I of the 1993 Act is expropriatory, in that it confers valuable rights on tenants of leasehold flats to compel their landlords to grant new interests in those premises whether they are willing to do so or not. It is a matter of basic fairness, necessary to avoid the statute from becoming penal, that the tenant exercising those statutory rights should reimburse the costs necessarily incurred by any person in receipt of such a claim in satisfying themselves that the claim is properly made, in obtaining advice on the sum payable by the tenant in consideration for the new interest and in completing the formal steps necessary to create it.
>
> 10. On the other hand, the statute is not intended to provide an opportunity for the professional advisers of landlords to charge excessive fees, nor are tenants expected to pay landlords' costs of resolving disputes over the terms of acquisition of new leases. Thus the sums payable by a tenant under section 60 are restricted to those incurred by the landlord within the three categories identified in section 60(1) and are further restricted by the requirement that only reasonable costs are payable. Section 60(2) provides a ceiling by reference to the reasonable expectations of a person paying the costs from their own pocket; the costs of work which would not have been incurred, or which would have been carried out more cheaply, if the landlord was personally liable to meet them are not reasonable costs which the tenant is required to pay.
>
> 11. Section 60 therefore provides protection for both landlords and tenants: for landlords against being out of pocket when compelled to grant new interests under the Act, and for tenants against being required to pay more than is reasonable."

The Tribunal's Determination

Legal Costs

13. The Applicant landlord claims legal costs in the sum of £2,592 incl. VAT. The Applicant landlord has provided a Schedule listing 5.10 hours work at different hourly rates £375 per hour and £575 per hour dependant on the grade of the fee earner, a total of £2,447.50 (plus VAT of £489.50). However, it restricts its claim to £2,592 incl. VAT.

14. We are satisfied that the landlord was entitled to instruct Wallace LLP who are based on Mortimer Street, W1T. Enfranchisement is a specialist area. An hourly rate of £575 is not unreasonable given the total number of hours worked.

15. We thus allow the sum of £2,592 plus VAT.

Land Registry fees

16. The landlord claims Land Registry fees of £22.80 incl. VAT. The Applicant landlord has provided a statement setting these costs out [87 & 88].

17. We are satisfied that this is a reasonable sum and allow the sum of £22.80.

Courier fees

18. The landlord claims courier fees of £64.08 incl. VAT. The Applicant landlord has provided am invoice and schedule of journeys setting these costs out [90 & 91].

19. We are satisfied that this is a reasonable sum and allow the sum of £64.08.

Valuation Fees

20. The landlord claims valuation fees of £1,140 incl. VAT. We have been provided with an invoice from Robin Sharp, Chartered Surveyor dated 22 July 2025 [92].

21. We are satisfied that the Applicant landlord was entitled to instruct Robin Sharp and that the costs are reasonable.

22. We thus allow the sum of £1,140 incl. VAT.

Mrs S Phillips,
9 September 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 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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).