



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

Case reference : **LON/OOBK/OC9/2026/0043**

Property : **207 Park West, Edgware Road, London
W2 2QJ**

Applicant : **Daejan Investments Limited**

Representative : **Wallace LLP**

Respondent : **Mr Abdulrahman Saik**

Representative : **Newman Law Solicitors**

Type of application : **Section 91 of the Leasehold Reform
Housing and Urban Development Act
1993**

Tribunal members : **Mr R Waterhouse FRICS**

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

**Date of hearing/
decision** : **22 September 2026**

DECISION

Introduction

1. This is an application made by the Applicant under section 91 of the Leasehold Reform, Housing and Urban and Development Act 1993 (as amended) (“the Act”) for a determination of the statutory costs payable to the Respondent under section 60 of the Act for the application to grant of a new lease in relation to the property known as 207 Park West, Edgware Road, London, W2 2QJ.
2. The Applicant, Daejan Investments Limited, is the Freehold owner of premises known as Park West, 85-119 Edgware Road, Paddington of which Flat 207, Park West, Edgware Road, London, W2 2QL forms part.
3. The Respondent holds a long lease of the Flat for the term of 125 years from 25 December 1978 and registered at HM Land Registry under the title number NGL364246.
4. On or around 15 December 2023, the Respondent made an application for the grant of new lease by way of Notice of Claim pursuant to the provisions of Chapter II of the Act.
5. On or around 20 February 2024, the Applicant served a Counter- Notice pursuant to Section 45 of the Act admitting the Respondent’s entitlement to the grant of a new lease for the Flat.
6. The terms of the acquisition of a new lease were agreed on 16 June 2025. The Respondent failed to complete a new lease within the required statutory time period pursuant to the provision of Section 48 of the Act and accordingly the Notice of Claim was deemed withdrawn pursuant to Section 53 of the Act on 15 October 2025.
7. Statutory costs had not been agreed and on or about 20 March 2026, The Applicant’s solicitor made an application to the Property Chamber seeking determination of statutory costs payable pursuant to Section 60.

Relevant Statutory Provision

7. Section 60 of the Act provides:

Costs incurred in connection with new lease to be paid by tenant.

(1) Where a notice is given under section 42, then (subject to the provisions of this section) the tenant by whom it is given shall be liable, to the extent that they have been incurred by any relevant person in pursuance of the notice, for the reasonable costs of and incidental to any of the following matters, namely—

- (a) any investigation reasonably undertaken of the tenant's right to a new lease;

(b) any valuation of the tenant's flat obtained for the purpose of fixing the premium or any other amount payable by virtue of Schedule 13 in connection with the grant of a new lease under section 56;

(c) the grant of a new lease under that section; but this subsection shall not apply to any costs if on a sale made voluntarily a stipulation that they were to be borne by the purchaser would be void.

(2) For the purposes of subsection (1) any costs incurred by a relevant person in respect of professional services rendered by any person shall only be regarded as reasonable if and to the extent that costs in respect of such services might reasonably be expected to have been incurred by him if the circumstances had been such that he was personally liable for all such costs.

(3) Where by virtue of any provision of this Chapter the tenant's notice ceases to have effect, or is deemed to have been withdrawn, at any time, then (subject to subsection

(4)) the tenant's liability under this section for costs incurred by any person shall be a liability for costs incurred by him down to that time. (4) A tenant shall not be liable for any costs under this section if the tenant's notice ceases to have effect by virtue of section 47(1) or 55(2).

(5) A tenant shall not be liable under this section for any costs which a party to any proceedings under this Chapter before 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, any other landlord (as defined by section 40(4)) or any third party to the tenant's lease.

Decision

8. The Tribunal's determination took place on 22 September 2026 and was based solely on the written representations filed by the parties. The Tribunal's approach was to conduct what effectively amounts to a summary assessment of the costs.

Disputed Costs: Legal fees, Valuation fees, Land Registry fees and Courier fees

Legal fees

11. The Respondent leaseholder's challenge to the reasonableness of the Applicant freeholder's; Legal costs is based on the grade of fee earner and the hourly rate claimed £3900 including VAT, Valuation fees £1620 including VAT,

Land Registry Fees £14.40 including VAT, and Courier fees £51.54 including VAT.

12. The Respondent's say; [38/223],

- (a) the hourly rates claimed by Wallace LLP are excessive in this matter
- (b) there appears to have been excessive use of senior fee earners for routine work
- (c) the Applicant's application and costs schedule are inconsistent as to the total amount claimed
- (d) the legal invoice served appears to be an interim invoice only and does not substantiate the full legal fees claimed
- (e) the costs schedule contains apparent date errors and chronological issues requiring explanation
- (f) any costs relating to Tribunal proceedings, costs recovery, arrears / service charge issues, alleged short-letting issues, or work after the relevant date are nor recoverable under section 60

13. The Respondent [40/223] notes the Wallace LLP's hourly rates are :

- (i) Partner £575 per hour
- (ii) Legal Director: £465/£470 per hour
- (iii) Associate £375 per hour.

14. The Respondent contends that given the location of the Wallace LLP, 27 Mortimer Street W1 this falls into the guideline hourly rate for January 2026 of:

- (i) Grade A: £422
- (ii) Grade B: £327
- (iii) Grade C £276
- (iv) Grade D £157

15. The Respondent accepts these guidelines rates are not binding but that Partner is equivalent to Grade A, Legal Director to Grade B and Associate equivalent to Grade C.

15. Whilst this may have appeared to be a relatively straightforward matter, the Tribunal's view was that this is a highly technical area of law conducted by the Applicant's solicitors with the requisite knowledge and experience in this field of work.

16. However, there was no evidence that this was not a relatively straightforward lease extension transaction and, therefore, the Tribunal concluded that the work could reasonably be carried out by a range of grades depending on the stage the process was at.

17. As to the hourly rate, the Tribunal accepted the Respondent's submission that this should be calculated by reference to the guideline hourly rates for solicitors. Whilst, the Tribunal notes that the rates are no more than guideline rates, they provide a useful starting point for assessment. In this instance, there are no particular reasons to depart from them.

18. The fact that the grade of fee earner and hourly rates claimed may have been approved in other Tribunal decisions does not provide the Respondent with any assistance in this instance for two main reasons. Firstly, each case is fact specific. Secondly, other Tribunal decisions do not bind this Tribunal, and they do not establish a precedent.

19. The schedule [25/223] shows the time undertaken by Grade these being; Partner: 2.7 hours, Legal Director: 2.70 hours, Associate: 1.3 hours a total of 6.7 hours.

20. Application of the Guideline rates produces Grade A 2.7 hours at £422 per hour, Grade B 2.7 hours at £327 per hour, and Grade C 1.3 hours at £276 per hour. This gives for Grade A £1139.4, for Grade B £882.9, and for Grade C £358.8 giving a total of £2381.10. To this is added VAT which gives £2857.32

21. The Respondent raises the issue of date errors and chronological issues. The Applicant confirms; [61/223] that these were typographical errors only, and that it would be known to the Respondents solicitors that these entries were incorrect. The tribunal accepts this and makes no adjustment on this ground.

22. The Respondent raises the issue of costs outside Section 60. The Applicant has made contentions in respect of this [62/223], the Applicant says the items fall within the scope of recoverable costs. The tribunal accepts this and makes no adjustment on this ground.

23. The Respondent raises the issue of allocation of work between grades; the tribunal considers this work to be of a complex nature and does not disturb the allocation between grades.

24. The tribunal allows the fee of £2857. 32 including VAT for the legal fees.

Valuation fee

20. The valuation fee of £1620 including VAT, [123/123] shows no breakdown of costs incurred. The Respondent [39/223] submits the valuation fee should be put to proof and if allowed should be reduced if the valuation work was straightforward or duplicated work already done in relation to other Park West flats. The Respondent provides no alternative suggest of cost. The tribunal observes that each valuation takes place against the specific date within the Notice and that the date is going to differ from application to application, also the nature and so value of each flat will be different. **In the absence of alternative contentions, the valuation fee is allowed in full that is £ 1620 including VAT.**

Courier fee

21. The Respondent [44/223] does not accept the land registry fee of £14.49 including VAT and Courier fees of £51.54 including VAT without proof of their payments. At [121/223] there is a schedule comprising different journeys undertaken by the courier on behalf of Wallce LLP. There is one entry showing 27 Mortimer Street W1T 3BL to 10 Hendon Lane N3 1TR. This shows a figure of £42.95 application of VAT at 20% results in the figure requested of £51.54. **The tribunal allows the figure of £ 51.54 including VAT in respect of the courier fee.**

Land registry fee

22. In respect of the Land Registry fee, [114/223 to 119/223] shows three sums that total £12.00. The application of VAT to these, at 20% results in £14.40. **The sum of £14.40 including VAT is allowed for the Land Registry fee.**

Chair: R Waterhouse FRICS

Date: 22 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).