



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

Case reference : **LON/00AG/2023/0102**

Property : **11 Vicars Road, London NW5 4NN**

Applicants : **Dr Mario Alexander**

Representative : **Mrs Elza Alexander**

Respondents : **London Borough of Camden**

Representative : **Mr Beeston of counsel**

Type of application : **By the Respondents, for an order for costs under rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013**

Tribunal members : **Judge R Percival
Mr S Johnson MRICS**

Venue and date of hearing : **10 Alfred Place, London WC1E 7LR
24 April 2026**

Date of decision : **2 October 2026**

DECISION

Decisions of the tribunal

- (1) The application is allowed. Costs in the sum of £22,750 are awarded to the Respondent under rule 13(1)(b) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

The application

1. The application is for costs to be awarded under rule 13(1)(b) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (the 2013 Rules), in respect of proceedings taken by the applicant against the respondents for a determination of liability to pay service charges (section 27A, Landlord and Tenant Act 1985).

The substantive proceedings

2. The substantive proceedings were started by the Applicant by an application date 3 March 2023. The Tribunal determined in a decision dated 29 August 2025 that the Tribunal was deprived of jurisdiction by an agreement made between the parties in settlement of the dispute sought to be litigated by the Applicant.
3. The long procedural history of the substantive application is dealt with in the decision of 29 August 2025 and is not repeated here.
4. On 8 October 2025, the Tribunal refused permission to appeal, having granted an extension of time in which to seek permission. On 3 December 2025, the Upper Tribunal (Martin Rodger KC, deputy president) refused permission to appeal.

The costs application

5. The Respondent applied for its costs in an application dated 29 September 2025. Directions were given on 8 October 2025, but the application was stayed on 4 November 2025 pending the decision of the Upper Tribunal on the Applicant's application for permission to appeal. Further directions were issued thereafter, on 17 December 2025. Those directions made provision for the application to be considered on the papers. The Applicant subsequently required an oral hearing.

The law

6. This application is under rule 13(1)(b) of the 2013 Rules, which provides that "the Tribunal may make an order in respect of costs only – ... (b) if a person has acted unreasonably in bringing, defending or conducting proceedings".

7. The principal authority in relation to the rule 13 jurisdiction is *Willow Court Management Co Ltd v Alexander* [2016] UKUT 290 (LC), [2016] L&TR 34, which sets out the basic approach to what amounts to “acting unreasonably” in rule 13(1)(b). The Upper Tribunal laid down the well-known three stage approach to decision making on that question and the Tribunal’s discretion to award costs, if unreasonableness is found. We note also the recent case of *Lea and others v GP Ilfracombe Management Co Ltd* [2024] EWCA Civ 1241, [2025] 1 WLR 371, which endorses *Willow Court*, but emphasises that that case did not require a Tribunal to find that the conduct of a party was vexatious or oppressive for it to pass the test of unreasonableness that was set down there.
8. The three stage process is set out at [28], which reads

“At the first stage the question is whether a person has acted unreasonably. A decision that the conduct of a party has been unreasonable does not involve an exercise of discretion but rather the application of an objective standard of conduct to the facts of the case. If there is no reasonable explanation for the conduct complained of, the behaviour will properly be adjudged to be unreasonable, and the threshold for the making of an order will have been crossed. A discretionary power is then engaged and the decision maker moves to a second stage of the inquiry. At that second stage it is essential for the tribunal to consider whether, in the light of the unreasonable conduct it has found to have been demonstrated, it ought to make an order for costs or not; it is only if it decides that it should make an order that a third stage is reached when the question is what the terms of that order should be.”

Introductory

9. The Respondent was represented by Mr Beetson of counsel. The Applicant was represented by Mrs Alexander, his mother.

Submissions on unreasonableness: the Respondent

10. Mr Beetson submitted that the conduct of the Applicant was unreasonable in the required sense, that there was no reasonable explanation for his conduct.
11. Mr Beetson argued as follows. As was apparent from the correspondence referred to in the substantive decision, and the substantive decision itself, the Applicant came to an agreement with the Respondent, and knew they had done so, such as to deprive the Tribunal of jurisdiction by reason of section 27A(4)(a) of the 1985 Act. Instead of honouring the agreement, the Applicant denied its existence and relied on a series of wholly irrelevant and unmeritorious arguments as to the interpretation of an agreement.

12. Mr Beetson went on to say that the Tribunal reached a clear decision that there was an agreement, and found that there was nothing in the Applicant's conditionality point. The argument raised as to the relationship with the lease was not understood by the Tribunal (nor, Mr Beetson added, the Respondent). The Tribunal also found what Mr Beetson described as the extraordinary argument that section 27A(6) prohibited an agreement was "clearly wrong". Mr Beetson described Mrs Alexander's argument that she did not have capacity as extraordinary and disingenuous, citing the relevant passage in the substantive decision.
13. These arguments, Mr Beetson submitted, were unreasonable in nature, particularly as the Applicant received a £5,000 discount from what would otherwise have been due, as a result of the agreement. The Applicant continued to pursue these proceedings when they should have been discontinued by virtue of the settlement in March 2024. Mr Beetson said that the Respondent did not seek any costs which preceded that date.
14. The Applicant's unreasonable perseverance with the proceedings following the making of the settlement, Mr Beetson submitted, resulted in the listing of a hearing in January 2025, at which Judge Powell concluded that an agreement had been reached. Thereafter, the Applicant caused Judge Powell to set aside that decision, thereby causing the listing of 10 June 2025 to be listed and all the costs that followed.
15. As we understood it, Mr Beetson's core point was that what was denied by the Applicants was that an agreement had been made to settle the proceedings in March 2024. The idea of making an agreement is not a technical, legal matter that is difficult to understand. People, he said, constantly come to agreements in everyday life, and understand that when they do so that they must adhere to them. In *Willow Court* terms, he argued, citing paragraph [32], the test was an objective one: would a reasonable litigant in person know that he or she had made an agreement, and that they should stand by it? The obvious invited response was that they would know.
16. He also referred to a series of other applications made by the Applicant in respect of expert evidence in respect of irrelevant matters, which was refused by Judge Powell (Judge Powell's orders dated 9 April 2025). The Applicant then persisting with attempts to include the same material by twice applying for the review that decision. It was unreasonable because the settlement had already been agreed.
17. There was also an application to strike out the Respondent's second statement of case, which related to the preliminary issue decided in the substantive decision, on an unparticularised basis, which was also refused in Judge Powell's orders dated 15 May 2025.

18. Even though the Applicant is a litigant in person, albeit with experience of litigation in the Tribunal, Mr Beetson argued that the denial of the basic agreement failed the acid test of whether the conduct had a reasonable explanation, such that his conduct was unreasonable in the required sense.

Submissions on unreasonableness: the applicant

19. As a preliminary point, we note that we are aware that at some point in the past, Mrs Alexander was the tenant of the flat in issue, before transferring the leasehold interest to the Applicant. In expressing the Applicant's submissions, Mrs Alexander frequently referred to the flat as hers, and to her knowledge and so on, rather than to the Applicant's. We interpret this as her speaking for herself as the Applicant's mother and the previous tenant, and/or on behalf of the Applicant as his representative, as the context indicates.
20. Mrs Alexander submitted that from 6 October 2023 to 16 January 2025, the Respondent had been silent on contract law. After the receipt of a letter in February 2023 which said that she had to pay £9,000 for heating and hot water under the provisions of the lease, she was under the impression that she was negotiating to have provision of those services under a separate contract. She thought, she said, she was negotiating to install heating in her flat.
21. The Respondent, she said, served a notice under section 20, which said what work would be done in the flat. In answer to a question from the Tribunal, she identified the purpose of section 20 as relating to the carrying out of works on the building and the flat, in relation to every "charge" of over £250 per flat. She agreed that section 20 was about service charges under the lease.
22. Mrs Alexander said that she then negotiated with the Respondent to pay £8,500 to have this service provided in her flat. Consumer law required that the customer pays for something and gets what has been paid for in return.
23. Mrs Alexander went on to say that during the twenty or so years that she and/or the Applicant had been dealing with the Respondent (we take it as tenants), there had been five or six mediation agreements between them. The agreements related to the Respondent having to provide services and her having to pay for services. She did not understand contract law.
24. It was, Mrs Alexander said, a reasonable mistake for a non-lawyer to make, that the negotiations were about the provision of a service to the flat, rather than a service charge relating to major works.

25. Dr Alexander then made some further submissions on his own behalf. We do not record those which repeated the Applicant's case as rejected by us in the substantive decision.
26. Dr Alexander contested Mr Beetson's assertion that he had denied that there was an agreement at all. The argument made at the substantive hearing was that there was an agreement, but that it was a conditional agreement (ie conditional on the Respondent undertaking the works specifically in the flat).
27. Dr Alexander argued that it was inappropriate for Mr Beetson to argue that it was unreasonable to cause Judge Powell to review his decision to dismiss the application, where Judge Powell, in his ruling reversing it, agreed that there had been procedural irregularities in the initial decision. Further, insofar as there was criticism of the January 2025 case management hearing, that overlooked the fact that the case management hearing was going to take place in any event.
28. Dr Alexander also contested the assertion that his application to extend the application (to include the actual as well as the interim service charge, in respect of which, he had argued, the expert evidence about installation in the flat was relevant) was misconceived and unreasonable. The origin of the application, he said, was a passage in Judge Powell's order and directions dated 5 March 2025. In that passage, the Judge had directed the Respondent to answer the Applicant's allegation that he had not benefitted from the major works. This passage led Dr Alexander to consider that whether they received the services or not was relevant to the preliminary issue. It was, he said, a reaction to points made by the Respondent about alterations to the flat making installation in the flat not possible. Dr Alexander conceded at a later point that he had misinterpreted Judge Powell's direction.
29. Mrs Alexander encapsulated the Applicants case by asserting that the conduct of the Applicant, and her as his representative, had not been vexatious, abusive or vicious.

Submissions on quantum

30. The Respondent provided three schedules on county court forms N260. The first covered work from the date of the agreement in March 2024 up to the case management hearing before Judge Powell on 15 January 2025. The second covered the period from the hearing on 15 January 2025 to the hearing on 10 June 2025. The third covered the period from the making of this rule 13 application to the day of the hearing. The total costs in the first schedule is £1,605, the second £14,890 and the third £7,155
31. Mr Beetson submitted that the scale of these costs, given the length and complexity of the proceedings, and the amount of correspondence

generated, were “eyebrow raisingly reasonable”. We asked Mr Beetson whether it could be said that Camden Borough Council had an advantageous contract with the solicitors, Judge and Priestley, and he said it could.

32. Dr Alexander objected to having received the third schedule late. It appeared that he had not had it at all in advance of the hearing, although Mr Beetson had a record of it having been emailed to him three days before. We declined to allow Dr Alexander’s application to proceed by means of written submissions in relation to the third schedule. Rather, we said that we would consider any objections to all three schedules at the hearing, and if necessary, apply our conclusions in respect of the first two to the third.
33. Dr Alexander argued that he should not be charged for the costs of the hearing on 16 January 2025, because Judge Powell had subsequently found that there had been procedural irregularities. He should not have to pay costs for that day, because the fact that there were irregularities meant that his conduct was not unreasonable.
34. More generally, the Respondent had generated a great deal both of unnecessary material to put before the Tribunal, and of correspondence with the Applicant, Dr Alexander argued. By way of example, he said that only perhaps ten or twenty percent of what the Respondent’s solicitor had written in (we think) the Respondent’s statement of case in advance of the substantive hearing on 10 June 2025 was reflected in Mr Beeston’s skeleton argument for the hearing. The costs were not proportionate to the issues.
35. Dr Alexander also submitted that the Respondent should have used their own in-house solicitors, which would have been more cost effective. The in-house officer who took a note at the hearing, who Dr Alexander said was legally qualified, could have represented the Respondent instead of Mr Beeston.
36. The hearing on 10 June was listed for half a day, but that was extended as a result of the failure of the Respondent to properly credit the Applicant with the sums agreed in March 2024 (for which, see paragraphs [59] to [64] of the substantive decision), Dr Alexander submitted.
37. Dr Alexander also argued that the figure in issue was the £8,500 to be paid by the Applicant in the March 2024 agreement, so legal costs amounting to £23,650 were not proportionate, and a breach of the overriding principle.
38. Mrs Alexander concluded by arguing that no more than £2,000 should be awarded in costs.

Determination

39. We have concluded that the Applicant's conduct of the proceedings after about 28 March 2024 was unreasonable in the sense required by Rule 13(1)(b).
40. We do so on the basis of what we have described as Mr Beetson's core point. As we found in the substantive hearing, there was a finalised agreement between the parties to settle the application by at least 28 March 2024. We are quite satisfied that the Applicant personally, and Mrs Alexander, knew that an agreement had been reached and that the Applicant was a party to it. We agree with Mr Beeston's submission that coming to a binding agreement is a perfectly common experience that people are familiar with and engage with in their everyday lives, and which does not depend on difficult or obscure issues of contract law or leasehold law.
41. In this case, the point goes rather further. In the substantive decision, we noted two previous occasions on which the Applicant had reached a settlement with the Respondent in respect of service charge disputes, both following mediations. In the hearing on the current application, Mrs Alexander said at one point that the Applicant (and, we assume, perhaps also Mrs Alexander herself) had on five or six occasions come to a settlement agreement in disputes with the Respondent in respect of service charges. For this particular Applicant, the making of a settlement agreement is a relatively common occurrence, with which we must assume that he (and/or Mrs Alexander) are fully familiar.
42. The Applicant's core objection is that he did not dispute that there was an agreement, but rather than the terms of the agreement were in dispute. In particular, he asserted that it was a conditional agreement, the condition being that the new heat and hot water system was installed so as to serve his flat.
43. But in the first place, this assertion cannot be right. It cannot have been that the Respondent actually agreed to the proposed conditional agreement. A local authority freeholder would never enter into what the Alexanders insisted was a contract to install a heat and hot water system, for which the consideration was an £8,500 fee payable (and paid) by the Applicant, when it was engaged on a major works programme to install just such a system to the block as a whole. The correspondence was clearly about substituting that sum for what would otherwise have been the service charge in respect of the major works. It also dealt with other, cyclical service charge issues.
44. So even if the Applicant thought that both sides had entered into a contract for the supply of the installation of the heating and hot water system, that obviously was not true, because that was never what the Respondent agreed. So his insistence that there was a conditional agreement is, in fact, an assertion that there was no agreement at all.

45. But we do not accept that that is what either the Applicant in person or Mrs Alexander thought had happened by late March 2024.
46. Mrs Alexander now says that she was negotiating (on behalf of Dr Alexander) for a consumer/supplier contract for the provision of heat and hot water. We do not believe that that is the case. It is immaterial whether she is now lying, or whether she has falsely convinced herself into thinking that that was what was in her mind during the relevant time. We are confident that she was negotiating, and successfully negotiating, a settlement of a dispute about service charges, including but not limited to service charges relating to major works.
47. What then happened was that the Applicant decided to assert that the agreement was impliedly conditional on installation. It was at that point and not before, that complicated and obscure legal arguments were made. But they were arguments made by the Applicant, not by the Respondent, which simply sought to rely on the straightforward settlement agreement.
48. In *Willow Court*, the Upper Tribunal observed that “[f]or a professional advocate to be unprepared may be unreasonable (or worse) but for a lay person to unfamiliar with the substantive law or with tribunal procedure ... should not be treated as unreasonable”(paragraph [25]). Without citing that passage, we took the Applicant to be relying on the fact that a reasonable litigant in person is not to be assumed to be acting unreasonably by virtue of not knowing the law.
49. But in this case, it was the litigant in person Applicant who had recourse to difficult legal arguments. It was Dr Alexander who sought to imply a term into the agreement that was not express. He did so by reference to an argument about the relationship between the agreement and the lease (the argument we found difficult to understand at paragraphs [44] to [47] of the substantive decision). He then also made an argument on the meaning of section 27A(6) of the 1985 Act. Both arguments were wholly without merit, but it was the Applicant, not the Respondent, who introduced the tricky legal arguments.
50. Accordingly, we find as a fact that the Applicant knowingly entered into a settlement agreement in March 2024. By “knowingly”, we mean both that the Applicant in person and/or his representative knew that what was being negotiated was a settlement of a service charge dispute, and knew that they had entered into the agreement. They subsequently sought to evade that agreement by introducing the arguments about conditionality, and, more recently, the assertion that the negotiations were about a supplier/consumer agreement for provision of the heating and hot water service.
51. Whether the subsequent evasion was dishonest or the product of self-delusion, we do not have to decide.

52. Our conclusion from these findings of fact is that the conduct of the Applicant was not the conduct of a reasonable litigant in person in their shoes. There is no reasonable explanation for the Applicant continuing to pursue the proceedings after the settlement agreement was reached.
53. Mrs Alexander argued that the Applicant was not vexatious, abusive or vicious. But, as *Lea and others v GP Ilfracombe Management* reminds us, a finding that those adjectives apply is not what is required to find unreasonableness. Rather, as Mr Beetson submitted, the acid test is whether there is a reasonable explanation for the conduct.
54. Once we have accepted Mr Beetson's core argument, the arguments in relation to various steps take along the way to, first, the substantive hearing, and, secondly, the hearing of this application, are not necessary. Any steps at all to pursue the proceedings after the settlement agreement was made were, for that reason alone, unreasonable, in the particular circumstances of this case.
55. We add briefly that the papers disclosed (at least, partly disclosed) a without prejudice save as to costs offer of settlement by the Respondent, on the basis of accepting the Respondent's case, made shortly before the substantive hearing. The offer gave about two hours response time, and it was not, of course, accepted by the Applicant. Mr Beetson did not refer to it in his oral submissions, and we do not think it adds anything in the circumstances.
56. We have considered whether we should exercise our discretion, at the second stage of the Willow Court process, not to make a costs order. Neither party addressed us on the exercise of discretion. For our own part, we see no reason to exercise the discretion to deny costs. That we have a discretion is certain, but we doubt that it should be exercised to deny costs once unreasonableness has been established in anything other than exceptional circumstances, which are not apparent in this case.
57. As to quantum, we agree with Mr Beetson's submission that the costs set out in the schedules are "eyebrow-raisingly reasonable". Considered in global terms, a costs bill of £23,650 for 13 months work on a case with a considerable quantity of correspondence, a number of hearings and an unusually high number of applications dealt with on the papers is, in the Tribunal's experience, very low. We note that the fees for each level of fee earner charged are well below the guideline rates, a most unusual feature.
58. We reject the Applicant's generalised objections to the quantum. We do not think that the Applicant was disadvantaged in receiving the final schedule three days before the hearing, and accept Mr Beetson's submission that it would be improper for a solicitor to submit an estimated cost schedule, as Dr Alexander had suggested.

59. We also reject Dr Alexander's suggestion that the costs were disproportionate to the dispute, and thus a breach of the overriding principle in rule 3 of the 2013 Rules. First, as we have stated, they are on any reading, low. Secondly, what alternative was open to the Respondent local authority freeholder when it was the Applicant's application and the Applicant had denied and resiled from a previous settlement?
60. There is nothing in the argument that a statement of case contained more material than a skeleton argument provided at a hearing, or that, in general, the Respondent produced too much material. The Respondent was forced to respond to the arguments advanced by the Applicant, and cannot be criticised for doing so. That counsel at a hearing refined a party's case is part of counsel's job, and cannot possibly open up the party to criticism in a case such as this. We add that the main thrust of the Respondent's argument is clear from both documents.
61. Indeed, we regard the accusation that it was the Respondent that produced an excess of material and correspondence as a bold one. Rather, it was the Applicant that kept up a constant barrage of case management applications and applications to review, all of which required a response from the Respondent.
62. The Applicant did not rely on specific criticisms of items of expenditure in the hearing. In the Applicant's written reply to the application, there is a passage criticising the time claimed in respect of certain letters sent to the Tribunal by the Respondent's solicitors. We have already emphasised the moderation of the fees, and we do not think that the Applicant's assertion that a solicitor could or should write letters in a small number of minutes contradicts that overall impression at all.
63. In assessing the costs to allow, we start from the position that there should be no routine reduction in the bill as presented. We appreciate that this is an unusual decision, but it flows from what the Tribunal considers to be the unusually low costs claimed for the work undertaken, for the reasons we give above.
64. However, we do think some moderate reduction can appropriately be made in the light of Mrs Alexander's argument about the failure of the Respondent to properly credit the service charge account in a way that reflected the agreement that we found had been entered into. It was only as a result of the Tribunal spending a significant amount of time at the substantive hearing that this failure was made clear. Although it was not confirmed to us at the hearing of the rule 13 application, we assume that the sum we identified, or something close to it, was indeed required to be credited.
65. With some hesitation, we also think that the moderate success enjoyed by the Applicant in reversing Judge Powell's dismissal of the application at the case management conference can add a little to the reduction we

propose to make. We do not put a great deal of significance on this point. During the hearing, Mr Beetson characterised Judge Powell's dismissal as a life-line for the Applicant, and we certainly take the point that he would be in a much better position now if he had not successfully challenged it. Nonetheless, there was a successful application on the basis of procedural irregularity.

66. But, as we have emphasised, these considerations only justify a moderate reduction. We make one on a broad, global basis, as identified in *Willow Court*.

67. The total claimed is £23,650. We allow £22,750.

Mrs Alexander's hearing problems

68. We think it appropriate to make some observations on Mrs Alexander's ability to hear and take part in the hearing.

69. Mrs Alexander has difficulties hearing. At the substantive hearing, the Tribunal provided her with a device that assisted her to hear proceedings, which appeared to work well.

70. At the hearing of the rule 13 application, the Tribunal provided three separate systems to assist her hearing. However, at the outset it appeared that none were working to her satisfaction, and she intervened repeatedly to assert that she could not hear the Tribunal, or Mr Beetson.

71. The Tribunal and Mr Beetson further accommodated her by speaking loudly and directly facing her when speaking, which seemed to reduce the number of interventions she made in relation to her hearing. Dr Alexander also repeated certain matters to her. At our suggestion, Mr Beetson also carefully identified which passages in his skeleton argument he was arguing from when making his submissions.

72. It was noticeable that as the hearing went on, Mrs Alexander's difficulty hearing became less and less apparent.

73. The Tribunal's clear conclusion was that Mrs Alexander was able to take part in the proceedings to a reasonable extent, albeit that the hearing took significantly longer than it would have, had it not been necessary to accommodate her.

74. We also noted that Mrs Alexander appeared to be able to hear Dr Alexander when he was speaking much more quietly than the Tribunal or Mr Beetson. We do not exclude the possibility that her earlier difficulties may have been somewhat exaggerated.

Rights of appeal

75. 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 London regional office.
76. The application for permission to appeal must arrive at the office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
77. If the application is not made within the 28 day time limit, the 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 these reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
78. The application for permission to appeal must identify the decision of the Tribunal to which it relates, 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.

Name: Judge R Percival

Date: 2 October 2026