FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	**LON/00AJ/OC9/2026/0082**
Property	:	**45 Freshwater Court, Lady Margaret Road, Southall, UB1 2NY**
Applicant	:	**Mark Julian Mackay Birch**
Representative	:	**In person**
First Respondent	:	**Rosebel Holdings Limited**
Representative	:	**Wallace LLP**
Second Respondent		**Mysterband Limited**
Representative		**Dean Wilson LLP**
Type of application	:	**To determine the costs of the lease extension of the Property under section 91(2)(d) of the Leasehold Reform, Housing and Urban Development Act 1993**
Tribunal members	:	**Judge Ş. Nihat; Mr J. Naylor FRICS FTPI**
Venue	:	**10 Alfred Place, London WC1E 7LR**
Date of decision	:	**29 October 2026**

DECISION

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Decisions of the tribunal

(1) The Tribunal grants the Applicant permission to rely upon his supplemental submission served on 1 October 2026.

(2) The Tribunal determines that the reasonable legal costs of the First Respondent payable by the Applicant pursuant to section 60 of the Leasehold Reform and Urban Development Act 1993 are £5,899.20 including VAT.

(3) The disbursements claimed by the First Respondent, which are the Land Registry fees of 373.20 and courier fees of 343.21 (both including VAT), have not been challenged by the Applicant and are payable in addition.

Reasons

The application

1. The Applicant applied to the Tribunal on 12 June 2026 under section 91(2)(d) of the Leasehold Reform, Housing and Urban Development Act 1993 ("the 1993 Act") for a determination of the costs payable under section 60 of the 1993 Act in connection with the grant of a new lease of the Property.

2. The Applicant holds a lease of the Property, a one-bedroom flat, dated 7 March 2008. The First Respondent is the headlessee and the competent landlord under section 40 of the 1993 Act. The Second Respondent is the intermediate landlord.

3. The Applicant has since agreed the Second Respondent's valuation fee and legal costs and the First Respondent's valuation costs. The only matter remaining is the First Respondent's legal costs of £6,600 including VAT.

4. Directions issued on 5 August 2026 provided for determination without an oral hearing unless a party requested one. No request was made. This decision is therefore made on the documents in the bundle provided, together with the supplemental material admitted below.

Background

5. By a Notice of Claim dated 26 November 2024 (“the First Notice”), served by his solicitors, Ison Harrison, the Applicant claimed a new lease under section 42 of the 1993 Act. It named the freeholder, Artemis Property Holdings Limited, as “the Landlord”. The First Respondent says it was treated as invalid on or around 3 December 2024.

6. On 9 December 2024 Ison Harrison served a revised Notice ("the Second Notice") on the First Respondent as landlord, stating that the earlier notice "was incorrect". It proposed a premium of £5,000.00. (The First Respondent's submissions date the Second Notice to 2026; this is plainly an error.)

7. On 11 February 2025 the First Respondent served a Counter-Notice, also on behalf of the Second Respondent, admitting the Applicant's right and counter-proposing a premium of £11,880.00, a Schedule 13 amount of £1,568.00 and a draft lease.

8. The terms of acquisition were agreed on 19 February 2026 and the new lease was completed on 17 June 2026. The Applicant states that the premium ultimately agreed was £6,130.00.

The Law

9. The relevant law is section 60 of the 1993 Act and, on the procedural application, the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules"), both summarised in Annex 2.

Preliminary Issue: Permission to file a Supplemental Submission

10. The Directions provided for the First Respondent's schedule of costs (paragraph 4), the Applicant's statement of case (paragraph 5) and a response by the First Respondent by 30 September 2026 (paragraph 6). They made no provision for a further reply. Paragraph 13 required any application to vary them to be made on form Order 1.

11. On 1 October 2026 the Applicant applied on form Order 1 for permission to file a short supplemental submission and to rely upon the decision in Jaffray Court. He attached the submission and copied both to the Respondents' representatives the same day.

12. The grounds given by the Applicant were, in summary, that the First Respondent's response relied upon two matters requiring a confined reply:

13. that an invalid First Notice, followed by a valid replacement Notice, generated additional work said to justify the costs claimed; and

14. that the Applicant's landlord-side quotations should carry little weight because the firms concerned are not based in London, with reliance instead on Central London specialist rates.

15. The Applicant said he had not appreciated before the response that the First Notice had been treated as invalid or would be relied on to justify the costs. He said the submission was not a general second reply and that, as a litigant in

person, permission would allow the issues to be determined on a complete and balanced basis.

16. By letter dated 5 October 2026 the First Respondent's Representative objected that the Tribunal has sufficient material, that further submissions would be "prejudicial to the Respondent", and that both parties had complied with the Directions, which should not be amended. The Second Respondent, whose costs are agreed, has not responded.

17. The application had not been determined by the date on which the Bundle was due, and the Applicant properly excluded the supplemental material from the Bundle pending the Tribunal's decision.

The Tribunal's consideration of the application

18. Under rules 6 and 18 of the 2013 Rules the Tribunal may regulate its own procedure, vary earlier directions and permit a party to provide further submissions. It must do so in accordance with the overriding objective in rule 3 of dealing with cases fairly and justly, which includes acting proportionately, avoiding unnecessary formality, enabling the parties to participate fully and avoiding delay.

19. The Tribunal has taken the following matters into account:

20. The proposed submission is short, running to two pages. It does not introduce new factual evidence. It consists of argument directed to the two points identified and a reference to one published decision of this Tribunal and one decision of the Upper Tribunal.

21. It responds to points developed in the First Respondent's response: its reliance on the two Notices to explain the level of costs (paragraphs 24 and 25), and its submission that the quotations carry little weight because the firms are not in London (paragraph 30). The Directions gave the Applicant no opportunity to reply to either.

22. The Tribunal does not fully accept that the Applicant was unaware of the two Notices: his own solicitors served the second, stating that the first "was incorrect", and the interim invoice refers to "the two Notices of Claim". But the reliance on that history to explain the overall costs first appeared in the response.

23. Jaffray Court is a published decision of this Tribunal. It is not binding, but the Tribunal may have regard to it, as it may to the many such decisions in the First Respondent's Exhibit BP1. Dashwood Properties Ltd v Chrisostom-Gooch [2012] UKUT 215 (LC) is binding and the Tribunal must apply it whether or not it is cited.

24. The First Respondent has identified no specific prejudice. It received the submission on 1 October 2026, almost four weeks before the determination, and its letter of 5 October did not address the substance or seek to respond. Admitting it causes no delay.

25. The Applicant is a litigant in person. The fact that both parties complied with the Directions does not prevent the Tribunal from varying them where fairness requires it; paragraph 13 of the Directions expressly contemplates such applications.

26. The Tribunal therefore admits the supplemental submission and the Jaffray Court decision. For the reasons at paragraph 20(e), it does not consider a further response from the First Respondent necessary, but it has had full regard to the First Respondent's existing submissions on the same points.

27. The grant of permission in this case does not establish any general right of reply. The weight to be attached to the submission is addressed in the Tribunal's Decision.

The Applicant's Case

28. In his Statement of Case dated 16 September 2026 the Applicant disputed the First Respondent's legal costs of £6,600.00 including VAT and proposed £3,000.00. He accepted that the First Respondent was entitled to specialist advice, but said the sum claimed substantially exceeds what a landlord paying its own costs would reasonably have incurred (section 60(2)).

29. He said the Property is a one-bedroom flat, the lease had about 82 years unexpired, the extension was for 90 years at a peppercorn, and the premium agreed was £6,130.00. No unusual complexity had been identified in the schedule, as paragraph 4 of the Directions required.

30. He did not principally challenge the 11.6 hours recorded, but the level of fee earner: routine tasks and correspondence were charged by a partner at £575.00 per hour, whereas the drafting of the lease by an Associate showed that work could be delegated.

31. He relied on two telephone quotations for landlord-side work: Hetts at about £1,800.00 and Ison Harrison at about £2,100.00, each allowing about 10 hours. He accepted that these were estimates and not a fixed market price.

32. He also relied on a recent lease extension of 67 Pelham Court, Hemel Hempstead, where Dacorum Borough Council charged £880.00 legal fees and £150.00 admin fees, while accepting that it proceeded informally and had no intermediate landlord. Older transactions were relied on only as context.

33. The Applicant said that £3,000.00 including VAT was deliberately higher than the quotations and the comparator, to allow for the statutory procedure, the Intermediate Landlord and differences between transactions.

34. In his supplemental submission the Applicant accepted that reasonable work on the First Notice and a replacement Notice is recoverable. He submitted that the two Notices do not of themselves make all the resulting work reasonable, relying on Jaffray Court, and that much of the £977.50 recorded between 28 November and 3 December 2024 would have been needed to investigate a valid claim in any event.

35. He did not dispute the First Respondent's choice of Wallace LLP, but submitted that this does not make Central London rates the measure of what may be passed to him under section 60(2), and that, under Dashwood, the value of the matter is relevant. The quotations showed that competent representation was available at materially lower cost.

The First Respondent's Case

36. The First Respondent claimed legal costs of £6,600.00 including VAT, together with Land Registry fees of £73.20 and courier fees of £43.21 (both including VAT). Its submissions also refer to valuer's fees of £1,380.00 including VAT.

37. The Legal Fees are charged by reference to time spent. The fee earners were:

38. a Partner in the Leasehold Enfranchisement department, a Grade A fee earner, whose rate was £575.00 per hour, rising to £585.00 in August 2025 and to £610.00 in May 2026;

39. an Associate in the same department, a Grade C fee earner, whose rate was £375.00 per hour, rising to £380.00 in May 2026, and who prepared the draft lease and undertook the work following agreement of the terms of acquisition through to completion; and

40. a Paralegal whose rate was £250.00 per hour.

41. It was said that the Solicitors have acted for the First Respondent for several years, that their rates are consistent with Central London rates and have been approved by this Tribunal, most recently in *Brickfield Properties Limited v Tannett and Swindon* (LON/00AL/OC9/2026/0028), and that under *Daejan Investments Limited v Parkside 78 Limited* (LON/ENF/1005/03) a landlord need not instruct the cheapest solicitor. The First Respondent had paid its interim invoice at these rates.

42. The First Respondent did not contend that the matter was unusually complex, but said that the service of two Notices, the first invalid, caused additional work not found in a standard claim.

43. It said that work had been delegated where appropriate, that a partner works more quickly than a junior fee earner, and that the Applicant had not identified any item that was unnecessary.

44. It submitted that little weight should be given to the quotations, as neither firm is in London, or to the comparable transactions.

45. The First Respondent's schedule of costs is set out below (itemised by the Tribunal for ease of reference):

No.	Date	Type	Fee Earner	Hrs	Rate £	Cost £	Description
1	28/11/24	Docs	Partner	0.4	575	230.00	Considering Notice
2	28/11/24	Letter	Partner	0.3	575	172.50	Letter and notices to Tenant
3	28/11/24	Email	Partner	0.1	575	57.50	Email to client
4	28/11/24	Email	Partner	0.1	575	57.50	Email to valuer
5	28/11/24	Docs	Partner	0.3	575	172.50	Obtaining and considering titles
6	28/11/24	Email	Partner	0.1	575	57.50	Email to client
7	28/11/24	Email	Partner	0.1	575	57.50	Email to valuer
8	29/11/24	Docs	Partner	0.1	575	57.50	Considering Notice
9	03/12/24	Letter	Partner	0.1	575	57.50	Letter to Tenant
10	03/12/24	Email	Partner	0.1	575	57.50	Email to client
11	10/12/24	Email	Partner	0.3	575	172.50	Considering Second Notice
12	10/12/24	Email	Partner	0.1	575	57.50	Email to client
13	10/12/24	Email	Partner	0.1	575	57.50	Email to valuer
14	10/12/24	Email	Partner	0.1	575	57.50	Email to Intermediate Landlord
15	16/12/24	Docs	Partner	0.1	575	57.50	Considering Notice
16	16/12/24	Email	Partner	0.1	575	57.50	Email to client
17	21/01/25	Docs	Partner	0.6	575	345.00	Preparing draft Counter-Notice
18	21/01/25	Email	Partner	0.1	575	57.50	Email to client
19	21/01/25	Email	Partner	0.1	575	57.50	Email to valuer
20	21/01/25	Email	Partner	0.1	575	57.50	Email to Intermediate Landlord
21	27/01/25	Email	Partner	0.1	575	57.50	Email to client
22	27/01/25	Email	Partner	0.1	575	57.50	Email to Intermediate Landlord
23	28/01/25	Email	Partner	0.3	575	172.50	Emails to valuer
24	29/01/25	Email	Partner	0.1	575	57.50	Email to valuer
25	05/02/25	Email	Partner	0.1	575	57.50	Email to client
26	05/02/25	Call	Partner	0.2	575	115.00	Telephone call to valuer
27	06/02/25	Email	Partner	0.1	575	57.50	Email to Intermediate Landlord

No.	Date	Type	Fee Earner	Hrs	Rate £	Cost £	Description
28	06/02/25	Email	Partner	0.1	575	57.50	Email to Tenant's solicitor
29	10/02/25	Docs	Partner	0.1	575	57.50	Considering client's instructions
30	10/02/25	Email	Partner	0.1	575	57.50	Email to client
31	10/02/25	Docs	Partner	0.1	575	57.50	Considering the Lease
32	10/02/25	Docs	Associate	1.8	375	675.00	Considering existing lease and preparing new draft lease
33	10/02/25	Docs	Partner	0.3	610	183.00	Reviewing draft lease
34	11/02/25	Docs	Partner	0.5	575	287.50	Finalising Counter-Notice
35	13/02/25	Call	Paralegal	0.2	250	50.00	Call to Tenant's solicitor to confirm receipt of Counter-Notice
36	24/04/25	Email	Partner	0.1	575	57.50	Email to Intermediate Landlord
37	04/08/25	Email	Partner	0.1	585	58.50	Email to valuer
38	04/08/25	Email	Partner	0.1	585	58.50	Email to Tenant's solicitor
39	20/02/26	Docs	Associate	0.2	380	76.00	Considering draft lease
40	21/01/26	Email	Associate	0.1	380	38.00	Email to Tenant's solicitor
41	23/02/26	Email	Associate	0.1	380	38.00	Email to client
42	26/02/26	Email	Associate	0.1	380	38.00	Email to Tenant's solicitor
43	26/02/26	Docs	Associate	0.1	380	38.00	Preparing lease engrossments
44	27/02/26	Letter	Associate	0.1	380	38.00	Letter to Tenant's solicitor
45	27/02/26	Docs	Associate	0.3	380	114.00	Letter to client with lease engrossments
46	23/03/26	Email	Associate	0.1	380	38.00	Email to Intermediate Landlord
47	23/03/26	Email	Associate	0.1	380	38.00	Email to Tenant's solicitor
48	05/04/26	Docs	Associate	0.8	380	304.00	Creating completion statement
49	05/04/26	Email	Associate	0.2	380	76.00	Email to Tenant's solicitor
50	23/04/26	Email	Associate	0.1	380	38.00	Email to Intermediate Landlord
51	04/06/26	Docs	Associate	0.2	380	76.00	Preparing completion statement
52	04/06/26	Email	Associate	0.1	380	38.00	Email to Tenant's solicitor
53	09/06/26	Email	Associate	0.1	380	38.00	Email to Tenant's solicitor
54	09/06/26	Email	Associate	0.1	380	38.00	Email to Intermediate Landlord
55	12/06/26	Email	Associate	0.1	380	38.00	Email to Tenant
56	17/06/26	Email	Associate	0.1	380	38.00	Email to client
57	17/06/26	Docs	Associate	0.7	380	266.00	Completion
Total Fees				**11.6**		**5,536.00**	
VAT @ 20%						1,107.20	
Total						**6,643.20**	

46. The Tribunal notes that the schedule totals £6,643.20 including VAT, whereas the sum claimed in the First Respondent's submissions is £6,600.00 including VAT. Item 40 is dated 21 January 2026 but appears in the schedule between entries of 20 and 23 February 2026; nothing turns on this.

Decision

47. The Tribunal considered the submissions of both parties, including the supplemental submission. It noted *Drax v Lawn Court Freehold Ltd* [2010] UKUT 81 (LC) on the need for a landlord to explain and substantiate its costs.

48. It also had regard to *Metropolitan Property Realisations Ltd v Moss* [2013] UKUT 415 (LC): "*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*."

49. Decisions of the First-tier Tribunal, including *Daejan Investments Limited v Parkside 78 Limited* and the decisions relied upon by both parties in this case, are persuasive only and each turns on its own facts. The Tribunal has made its own assessment of the schedule, applying section 60 and the guidance above and drawing on its own experience.

Hourly rates and Fee earner level

50. The Tribunal accepts the hourly rates claimed: £575.00 (£585.00 from August 2025) for the Partner, £375.00 and £380.00 for the Associate and £250.00 for the Paralegal. The Solicitors are a Central London firm that has acted for the First Respondent for several years, and the First Respondent has paid an interim invoice at these rates. The Tribunal accepts that it would have paid these rates had it been personally liable.

51. The Tribunal accepts that the value of the matter is relevant (*Dashwood*), but does not consider that it requires a lower hourly rate, since the statutory work is much the same whatever the premium. Rather, the Tribunal expects the work to be done expeditiously, with administrative tasks included in the rate. The reading of letters received is not separately charged.

52. Of the 11.6 hours claimed, 5.9 hours (£3,405.00) were Partner time, 5.5 hours (£2,081.00) Associate time and 0.2 hours (£50.00) Paralegal time. It was reasonable for a Grade A fee earner to consider the Notices and title and prepare the Counter-Notice. Much of the remaining Partner time is single-unit emails which an Associate could have sent, but the saving would be about £20.00 per unit. Looked at in the round, this does not take the costs beyond what the First Respondent would have incurred if personally liable, and the Tribunal makes no general reduction on this ground.

Work Done

53. The Tribunal has grouped the tasks into three stages and refers to the item numbers in the schedule above.

54. The first stage, chargeable under section 60(1)(a), is to consider the Notice and the title and check the validity of the claim.

55. Considering the First Notice (4 units, Item 1), obtaining and considering the titles (3 units, Item 5) and the letter and notices to the Tenant (3 units, Item 2) are reasonable.

56. Items 3 and 4 and Items 6 and 7 are two identically described emails each to the client and the valuer, all sent on 28 November 2024. No reason is given for the second pair. A Grade A fee earner would be expected to report and instruct in one communication each. Items 6 and 7 are disallowed, a reduction of £115.00.

57. The further consideration of the First Notice (Item 8) and the correspondence informing the Tenant and the client that the Notice was invalid (Items 9 and 10), charged at 1 unit each, are reasonable.

58. Considering the Second Notice (4 units, Items 11 and 15) and the related correspondence (Items 12, 13, 14 and 16) is additional work, but reasonable. The title was not obtained or considered again, and there is no duplication of title work.

59. The Applicant's own solicitors served the First Notice and he accepts that reasonable work on it is recoverable. But the Tribunal does not accept that the two Notices explain the overall costs: the work that would not have been needed for a single valid Notice (Items 8 to 16) totals £632.50 of the £5,536.00 claimed.

60. The second stage, chargeable under section 60(1)(a) and (b), is to obtain the valuation and prepare the Counter-Notice.

61. Drafting (Item 17, 6 units) and finalising (Item 34, 5 units) the Counter-Notice took 1.1 hours of Partner time. In the Tribunal's experience a Grade A fee earner should draft a counter-notice from the valuation in about an hour, including revisions. Allowing for the Schedule 13 amount and service on behalf of the Intermediate Landlord, the Tribunal allows 0.8 hours. Item 34 is reduced by 3 units, £172.50.

62. The remaining correspondence at this stage (Items 18 to 30, 36 to 38), including the telephone call to the valuer (Item 26) and the Paralegal's call to confirm receipt of the Counter-Notice (Item 35), is reasonable.

63. The third stage, chargeable under section 60(1)(c), is to draft and engross the lease, prepare the completion statement and complete.

64. Drafting the lease (Items 31 to 33) took 1.8 hours of Associate time and 0.4 hours of Partner time (£915.50). The deed of variation and intermediate lease made this somewhat more involved than usual, and delegation with Partner review is appropriate. The Tribunal allows 1.5 hours of Associate time and 0.3 hours of Partner review. Item 31 duplicates the review at Item 33 and is disallowed, and Item 33 is allowed at £575.00, the rate the First Respondent says then applied, rather than £610.00. The reductions are £112.50 (Item 32), £57.50 (Item 31) and £10.50 (Item 33), totalling £180.50.

65. One hour of Associate time for the completion statement (Items 48 and 51) is excessive for a statement of this kind. The Tribunal allows 4 units for Item 48 and 2 units for Item 51, a reduction of £152.00. Completion (Item 57) is reasonable.

66. Item 39, the engrossments and related letters (Items 43 to 45) and the remaining correspondence (Items 40 to 42, 46, 47, 49, 50 and 52 to 56) are reasonable.

Comparative Evidence Provided by Applicant

67. The Tribunal gives the quotations limited weight. They were given by telephone without written terms, one by Ison Harrison, which acted for the Applicant on the claim itself, and under the reasonable expectation test the First Respondent was not obliged to instruct a cheaper firm.

68. Both quotations assumed about 10 hours, against 11.6 hours claimed and 10.3 hours allowed. The difference is therefore mainly the hourly rate, which the Tribunal has accepted. They do not support a figure of £3,000.00.

69. As the Applicant accepts, 67 Pelham Court (an informal extension from a local authority with no intermediate landlord) is not a reliable guide. The older transactions do not assist.

Conclusion

70. The Tribunal therefore deducts £620.00 from the Total Fees of £5,536.00 (£115.00, £172.50, £180.50 and £152.00 as above) and determines Total Fees of £4,916.00 plus VAT of £983.20. No submission was made that the First Respondent can recover VAT.

71. The Tribunal determines that the reasonable Legal Costs of the First Respondent payable by the Applicant pursuant to section 60 of the Leasehold Reform, Housing and Urban Development Act 1993 are £5,899.20 including VAT. The Land Registry fees of £73.20 and courier fees of £43.21 (both including VAT) are payable in addition.

72. The parties' figures for the First Respondent's agreed valuation costs differ (£1,320.00 and £1,380.00 including VAT). This is not before the Tribunal and the parties should reconcile it.

Name:	**Judge Ş. Nihat** **Mr J. Naylor FRICS FTPI**	**Date:**	29 October 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).