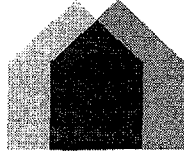


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**Residential
Property
TRIBUNAL SERVICE**

**LONDON RENT ASSESSMENT PANEL
LEASEHOLD VALUATION TRIBUNAL**

Case Reference: LON/OOAC/OCE/2007/0277

**APPLICATION MADE UNDER SECTION 33 OF THE LEASEHOLD REFORM,
HOUSING AND URBAN DEVELOPMENT ACT 1993 ('The Act')**

Applicants: Dr R Narayan and Ms T Kobatake

Respondents: Goldwin Limited

Premises: 28 Templars Avenue, LONDON NW11 0NS

Date of Paper Determination: 12 February 2008

Representation:

Written representations as to costs.

The Leasehold Valuation Tribunal:

**Professor James Driscoll LLM, LLB, Solicitor, Mr P M J Casey MRICS and Mr
C Leonard**

Date of Tribunal's Decision: 12 February 2008

Background

1. This is an application for a determination of the costs payable by the Applicant to the Respondent under Section 33 of the Act.
2. The Applicants are the nominee purchasers in relation to a claim collectively to enfranchise made under Part I of the Act. The Respondents are the owners of the freehold and the landlords under the leases of two flats held under qualifying leases.
3. An initial notice was given under Section 13 of the Act on the 17 April 2007. A counter-notice was given under Section 21 of the Act on the 18 May 2007. Application was made to the Tribunal on the 15 August 2007 seeking a determination of price and other terms of the claim. Later the parties agreed the terms of the claim.

Application to determine the costs payable under Section 33 of the Act

4. Under Section 33 of the Act the Applicants are to pay the reasonable costs of the Respondent in relation to the claims. The parties are unable to agree the amounts payable and application was therefore made to the Tribunal seeking a determination of the costs without a hearing and on the papers submitted.
5. Section 33 (1) and (2) provides as follows:

(1) Where a notice is given under section 13, then (subject to the provisions of this section and sections 28(6), 29(7) and 31(5)) the *nominee purchaser* [RTE company] shall be liable, to the extent that they have been incurred in pursuance of the notice by the reversioner or by any other relevant landlord, for the reasonable costs of and incidental to any of the following matters, namely--

- (a) any investigation reasonably undertaken--
 - (i) of the question whether any interest in the specified premises or other property is liable to acquisition in pursuance of the initial notice, or
 - (ii) of any other question arising out of that notice;
- (b) deducing, evidencing and verifying the title to any such interest;
- (c) making out and furnishing such abstracts and copies as the *nominee purchaser* [RTE company] may require;
- (d) any valuation of any interest in the specified premises or other property;
- (e) any conveyance of any such interest;

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 the reversioner or any other relevant landlord 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.

6. The Respondent's solicitors sent to the Tribunal a Schedule of Costs and a copy of the fee note of their valuer Davidson Aquila by fax on the 11 February 2008. Written representations were sent by fax by the Applicant's solicitors on the same date. The Tribunal notes that only professional costs can be claimed under Section 33(1) of the Act.
7. The Tribunal considered these representations on the 12 February. The Tribunal noted that this is relatively simple claim involving a building consisting of two flats. Taking the claim for the Respondent's legal fees first, the Tribunal decides that the hourly rate claimed of £250 is fair and reasonable having regard to the experience of the solicitor concerned. However, the Tribunal concludes that the numbers of letters and telephone calls claimed is excessive and could not all have been incurred in the circumstances referred to in Section 33(1) of the Act. Accordingly, a figure of £300 is allowed for letters and £250 for telephone calls. The Tribunal determines that the fees claimed for a meeting with the client and the valuer are not recoverable under Section 33 of the Act.
8. As to the fee claimed for investigation of title and deducing title the Tribunal concludes that fees of £500 are fair and reasonable for work undertaken. But as the conveyancing costs claimed the Tribunal considers that only a fee of £250 is fair and reasonable having regard to the relative simplicity of the drafting of the Transfer. Accordingly the Tribunal determines that the recoverable legal fees are a total of £1,300 (to which VAT is to be added).
9. Turning to the valuer's fees, the Tribunal accepts that the hourly rate claimed (£250) is fair and reasonable. However, the Tribunal does not consider that it is fair and reasonable for the Applicant has to bear fees representing the six hours claimed for undertaking the valuation and an additional eight hours for 'reviewing variables and amending the valuation(s)'. This appears to be a claim for work undertaken in negotiations and as preparation for the hearing and is, in consequence not recoverable in full. . The Tribunal determines that valuation fees based on six hours work are fair and reasonable. Accordingly, the Tribunal determines that the Applicant is to pay the Respondents' valuer fees a total of £1,500.
10. In summary, the total fees payable by the Applicants to the Respondents are £2,800 plus VAT of £490 that makes a total of £3,290. This is to be paid within 28 days of the date of this decision.

Date: 13 February 2008

Chairman.....*James Driscoll*

James Driscoll, LLM, LLB, Solicitor