

SOUTHERN RENT ASSESSMENT PANEL
LEASEHOLD VALUATION TRIBUNAL

Case No. CHI/00HN/OLR/2008/0108

DECISION AND REASONS

Application : Sections 48, 60 and 91 of the Leasehold Reform, Housing and Urban Development Act 1993 as amended ("the 1993 Act")

Applicant/Leaseholder : Jane Claudia Butler

First Respondent : The Trustees of the A E Cooper-Dean Charitable Trust

Second Respondent : Blenheim Court Management (Westbourne) Ltd

Building : Blenheim Court, 26 Marlborough Road, Bournemouth, BH4 8DH

Flat 10 : the Applicant/Leaseholder's flat at the Building

Date of Application : 28 October 2008

Date of provisional directions : 31 October 2008

Date of further directions (following a first directions hearing) : 4 February 2009

Date of amended further directions : 10 February 2009

Date of second directions hearing : 2 April 2009

Date of third directions hearing : 15 May 2009

Date of Costs Determination : 3 August 2009

Venue : Hallmark Hotel, 7 Durley Chine Road, Bournemouth, BH2 5JS

Members of the Leasehold Valuation Tribunal : Mr P R Boardman JP MA LLB (Chairman),
and Mr M J Ayres FRICS

Issues

1. In the Tribunal's directions dated 15 May 2009 the Tribunal :
 - a. noted that the only remaining issue before the Tribunal was the question of the statutory costs payable by the Applicant/Leaseholder

- b. gave directions in relation to the statutory costs of the First Respondent, including a direction that the Tribunal intended to determine the remaining issue in this application on the papers without an oral hearing in the absence of any application by either party requesting an oral hearing
- c. noted that the Second Respondent had not served a schedule of statutory costs by the date set down for so doing in the Tribunal's directions dated the 2 April 2009, or at all

Documents

- 2. The documents before the Tribunal are the documents in the Tribunal's bundle pages 1 to 242, a Scott Schedule items 1 to 214, and a computer printout extract referred to in the last (unnumbered) item of the Scott Schedule
- 3. References in these reasons include the following :
 - a. page numbers : page numbers in the Tribunal's bundle
 - b. completion statement : the First Respondent's completion statement at page 111
 - c. breakdown of costs : the details of the First Respondent's solicitors charges at pages 37 to 48
 - d. item numbers : item numbers in the breakdown of costs
 - e. points of dispute : the Applicant/Leaseholder's points of dispute at pages 49 to 53
 - f. First Respondent's submissions : the First Respondent's submissions at pages 100 to 106, in relation to which the Tribunal has noted that page 6 of the original submissions has not been copied in the Tribunal's bundle, but the Tribunal has noted the contents of that page from the copy of the First Respondent's submissions sent with the letter dated 7 May 2009 from the First Respondent's solicitors
 - g. section 60 : section 60 of the 1993 Act

Statutory provisions

- 4. Section 60 provides as follows :

60. 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

The issues, the parties' representations, and the Tribunal's decisions

5. The parties' representations about each of the issues before the Tribunal, and the Tribunal's decisions in each case are as follows

Second Respondent's costs

6. The Applicant/Leaseholder's submissions were that the Second Respondent had failed to comply with the Tribunal's directions of the 2 April 2009 in that the Second Respondent had failed to provide a detailed schedule of statutory costs by the deadline for so doing, or at all. The Tribunal should make no determination in relation to the liability of the Applicant/Leaseholder in relation to the Second Respondent's costs
7. The First Respondent's submissions were that the legal charges claimed by the Second Respondent were included in the completion statement but, despite a number of requests, no detailed schedule of those charges has been produced
8. The Tribunal's findings are that the Second Respondent has not complied with the Tribunal's directions of the 2 April 2009, and, in the absence of a detailed schedule of costs, the Tribunal makes no determination in relation to the liability of the Applicant/Leaseholder in relation to the Second Respondent's costs accordingly

First Respondent's Hourly rate

9. The Applicant/Leaseholder's submissions were that the Applicant/Leaseholder took no issue about the First Respondent's hourly rates as claimed, on the basis that the seniority of the solicitor with the conduct of the matter should not necessitate reliance on counsel in an uncomplicated statutory lease extension. However, if counsel's fees were allowed then a lower hourly rate for a less senior solicitor should be allowed, say £175
10. The First Respondent's submissions were that this was not an uncomplicated statutory lease extension. It was the first claim in the block. The original leases were of an older form than previously encountered by the First Respondent's solicitors in connection with a statutory lease extension. They contained provisions which were potentially more onerous from a landlord's point of view than would be expected from a modern precedent. The First Respondent, as a charity, had a duty to limit potential liability as much as possible and to ensure as far as possible that the First Respondent recovered on an economic basis the full amount of any expenditure incurred as a result of the obligations imposed on the First Respondent by virtue of the 1993 Act. This was a complex case and justified in seeking counsel's advice on the draft of the proposed new lease. This in no way obviated the need for the matter to be dealt with throughout by a senior solicitor who had the requisite level of expertise in claims of this nature. There should therefore be no reduction in the hourly rates. The LVT decision at pages 113 to 120 was in point
11. The Tribunal's findings are that :
 - a. the Tribunal is not persuaded that this lease extension was any more complicated than other lease extensions, in that, relying on the Tribunal's collective knowledge and expertise, the Tribunal finds that :
 - by their very nature, lease extensions often involve original leases in forms which differ substantially in content from modern precedents
 - lease extensions often involve a head landlord and a headlessee and, consequently, new covenants for title on the grant of the new lease by the head landlord direct to the tenant
 - a landlord, whether a charity or not, will always wish to limit potential liability as much as possible and to make a full recovery of expenditure
 - nevertheless, the opportunity for changing anything other than the rent and term is restricted by the 1993 Act, and the new lease will, largely, be in the same terms as the original lease
 - b. the test for recovery of a landlord's costs under section 60 is, broadly, a three-part test, in that, to be recoverable, the costs must :
 - be of and incidental to the matters referred to in section 60(1)(a), (b), or (c)
 - be reasonable, as defined in section 60(2), namely that they will be regarded as reasonable only if the landlord might reasonably be expected to have incurred them if the landlord was personally liable for all such costs
 - not be costs which the landlord incurs in connection with proceedings before a leasehold valuation tribunal
 - c. the Tribunal accepts that the First Respondent, if personally liable for the costs, might reasonably be expected to have incurred the costs at the hourly rates of the senior solicitor claimed in this case, reflecting, as the Tribunal finds that they do, expertise in lease extensions under the 1993 Act

- d. however, the Tribunal is not persuaded, on the facts of this case, that the First Respondent, if personally liable for the costs, might reasonably be expected in those circumstances to have incurred counsel's fees in addition

Items 3 and 64

12. The Applicant/Leaseholder's submissions were that these items did not progress the matter and should be disallowed
13. The First Respondent's submissions were that both these items were normal costs incurred in the proper conduct and care of the matter and should be allowed. The LVT decision at pages 122 to 127 confirmed that such items were recoverable provided that the degree and extent of the costs remained proportionate. It was not sufficient to seek to disallow items simply because it was suggested that they did not progress the matter. The Applicant/Leaseholder had to demonstrate that the costs were not incidental to the matters referred to in section 60(1) and that they were not costs which might reasonably be expected to have been incurred if the freeholder were to be liable for them. The items were within those categories and were fully recoverable
14. The Tribunal's findings are that the question whether an item does or does not progress the matter is not in itself a test for recoverability under section 60. However, an item of costs which does not progress the matter is unlikely to be an item which a landlord might reasonably be expected to have incurred if the landlord was personally liable for costs. The Tribunal is not persuaded that either of these items was an item which the First Respondent might reasonably be expected to have incurred if the First Respondent was personally liable for costs. Both items are disallowed

Items 18, 19, 21, 24, 26, 27, 39, 42 and 50

15. The Applicant/Leaseholder's submissions were that these items related to the drafting of a new lease and amounted in total to 62 units (six hours and 12 minutes). The original lease of 1963 was at pages 57 to 67. The agreed form of new lease was at pages 69 to 97. The rent and term of the new lease were fixed by the 1993 Act. All the other terms were, by and large, to be the same as those in the existing lease: section 57(1) of the 1993 Act. The recitals of the new lease followed the precedent form used by the First Respondent in many other transactions on the Cooper Dean Estate. The remainder of the new lease substantially followed the wording of the original lease. The service charge provisions in the second schedule of the new lease were in standard form as available in a published precedent. Accordingly, a senior solicitor whose hourly rate at the time was £215 would reasonably take no more than two hours drafting the new lease. A reasonable allowance for these items was therefore 20 units, equivalent to £430
16. The First Respondent's submissions were that this particular lease extension was not straightforward or routine. The original lease was in a form prepared almost 50 years ago. The new lease had to take into account the charitable status of the First Respondent, changes occurring since the date of the commencement of the original lease, the provisions of a 2002 deed of variation (copied at pages 129 to 132), and suitable provisions for the payment of

service charge contributions. Section 57 of the 1993 Act allowed for terms of this nature to be included in the new lease. This necessarily involved a considerable amount of time spent on drafting and checking. In order to seek the instructions of both the First Respondent and Second Respondent in relation to the draft which was to be annexed to the counter notice, a draft based on the existing lease, but with proposed amendments shown in bold print and strike-out was prepared, copied at pages 138 to 171

17. The Tribunal's findings are that the Tribunal is not persuaded that this lease extension was any more complicated than other lease extensions for reasons already given. Relying on the Tribunal's collective knowledge and expertise, and taking account of all the parties' respective submissions, the Tribunal finds that the amount which the First Respondent might reasonably be expected to have incurred for these items, and for item 180, if the First Respondent was personally liable for costs, bearing in mind that the items were being carried out by a senior solicitor with expertise in lease extensions, would be the equivalent of a total of three hours work

Items 22, 23, 25, 36, 38, and 41

18. The Applicant/Leaseholder's submissions were that these items related to taking instructions from the First Respondent in relation to the draft lease and researching the law, and amounted in total to 10 units. As the provisions of the new lease were to be the same, other than rent and term, as those in the existing lease, it was not necessary to take the First Respondent's instructions. Also, research was an overhead of the firm within the hourly rate, which was fixed on the assumption that the solicitor had a certain degree of knowledge and expertise. These items should be disallowed
19. The First Respondent's submissions were that amendments to the existing lease were needed and were therefore necessary to advise the First Respondent and seek instructions, especially as the First Respondent, and not the headlessee, would be granting the new lease direct to the Applicant/Leaseholder. The First Respondent was required by statute to take on responsibilities which the First Respondent had not previously had and the grant by the First Respondent gave rise to implied covenant of the title to which the First Respondent would be subject for the first time in the context of the Building. It was a complex area of law and the related research was of a specialist nature. Also, the First Respondent's role as competent landlord meant that they had to conduct on behalf of the head lessee all proceedings arising from the notice of claim, and it was necessary for them to seek the head lessee's instructions on the proposed new lease. In the Scott Schedule the First Respondent also submitted that obtaining instructions was incidental to the process of determining the new lease provisions. The First Respondent also relied on the First Respondent's submissions in relation to item 18
20. The Tribunal's findings are that the Tribunal is not persuaded, for reasons already given, that this lease extension was any more complicated than other lease extensions, and the Tribunal accepts as persuasive the submissions on behalf of the Applicant/Leaseholder. The items are disallowed

Items 37 and 46

21. The Applicant/Leaseholder's submissions were that a solicitor of this seniority would not be expected to seek counsel's advice on a routine matter of this nature. Three units discussing counsel's opinion with the First Respondent's value could not be within the ambit of section 60 and in any event was not reasonable, and should be disallowed. Similarly, attending the client regarding counsels incoming e-mail should be disallowed
22. The First Respondent's submissions were that the reasons for seeking counsel's advice on what was not a routine matter had been explained. It was rare for the First Respondent to go to counsel on lease extension claims, but they did so in this instance because the circumstances were not of the type they normally had to deal with. Having obtained counsel's opinion it was perfectly proper for it to be discussed with the First Respondent's valuer to elicit his views on aspects where the advice impacted on valuation issues, and for it to be discussed with the First Respondent. This was all work incidental to the matters referred to in section 60(1) In the Scott Schedule the First Respondent submitted that the question of whether the work progressed the matter was not relevant in the context of section 60. The First Respondent also relied on the First Respondent's submissions in relation to item 19
23. The Tribunal's findings are the Tribunal is not persuaded, for reasons already given, that this lease extension was any more complicated than other lease extensions, and the Tribunal finds that neither of these items is an item of costs which the First Respondent might reasonably be expected to have incurred if the First Respondent was personally liable for costs. Both items are disallowed

Items 44, 62 and 63

24. The Applicant/Leaseholder's submissions were that this related to an e-mail to the First Respondent's value with a copy of the draft new lease for his comments. The valuer had no legal qualifications for the purpose of commenting on the draft new lease. It was for the First Respondent's solicitors to advise the First Respondent on the draft new lease. In any event the new lease was to be the same as the original lease except for term rent so that it was unnecessary to supply a copy to the valuer. The items should be disallowed
25. The First Respondent's submissions were that the First Respondent's valuer's comments were sought about valuation issues in relation to the proposed draft new lease and counter notice. Being charity trustees it was important for the First Respondent to obtain full valuation advice on all relevant aspects arising from the claim. The valuer was not requested to comment or advise on legal aspects of the drafts. The work involved was incidental to the matters specified in section 60(1)(b) and (c) and should be fully recoverable
26. The Tribunal's findings are that the new lease was to be in substantially the same terms as the original lease, except for rent and term. There is no evidence before the Tribunal that any valuation matters arose. None of these items is an item of costs which the First Respondent might reasonably be expected to have incurred if the First Respondent was personally liable for costs. All three items are disallowed

Item 73 (challenged in the Scott Schedule)

27. The Applicant/Leaseholder's submissions were that this item was for research about the adjoining land. Research was an overhead at the firm within the hourly rate. The Applicant/Leaseholder should not pay the First Respondent's solicitors for researching and learning the law
28. The First Respondent's submissions were that this item was not disputed in the points of dispute, which stated at point 8 that all items were agreed other than as set out in those points of dispute. In any event, the work involved was researching the First Respondent's deeds to ascertain ownership of the adjoining land in the context of the Applicant/Leaseholder's amendments to the exceptions and reservations in the draft new lease. The item should be allowed
29. The Tribunal's findings are that investigating the First Respondent's deeds for the purpose described is clearly work incidental to the grant of a new lease for the purposes of section 60(1)(c) and an item of costs which the First Respondent might reasonably be expected to have incurred if the First Respondent was personally liable for costs. The item is allowed

Items 82, 84, 85, 86, 89, 96, 107, 108, 109, 111 to 115, 119 to 130, 132, 133

30. The Applicant/Leaseholder's submissions in the points of dispute were that the application to the Tribunal was made on the 28 October 2008. All these items were in connection with those proceedings and were not the liability of the Applicant/Leaseholder by virtue of section 60(5), and should be disallowed
31. The Applicant/Leaseholder further submitted in the Scott Schedule that item 133 should be disallowed for the same reason as in relation to item 23
32. The First Respondent's submissions were that it was accepted that costs incurred in connection with the Tribunal proceedings were not recoverable by virtue of section 60(5). Indeed, a number of items of work which were carried out on behalf of the First Respondent in relation to the Applicant/Leaseholder's application had not been claimed. However, simply because a party makes a protective application to the Tribunal should not prevent the recovery of subsequent costs incurred in, for example, agreeing the form of the draft new lease. Such work was of and incidental to the grant of the new lease under section 56 of the 1993 Act, and should be fully recoverable, irrespective of when the work was undertaken unless, of course, it took place at an oral hearing before the Tribunal. This principle was acknowledged by the LVT in the decisions at pages 113 to 121 and 122 to 127
33. In relation to item 133 the First Respondent submitted in the Scott Schedule that the particular objection raised by the Applicant/Leaseholder in the Scott Schedule had not been raised in the points of dispute for this item. In any event the research work was in relation to the remaining outstanding points on the draft lease which were of a technical and specialist nature upon which the First Respondent, as charity trustees, required detailed advice
34. The Tribunal's findings are that the test for the purposes of section 60(5) is not whether the costs were incurred *after the start of* Tribunal proceedings, but whether the costs were

incurred *in connection with* Tribunal proceedings. For this purpose there are two categories of costs which are incurred after the start of Tribunal proceedings. Reasonable costs of and incidental to the matters referred to in section 60(1)(a), (b), and (c) will, in principle, be recoverable even if those costs were incurred *after the start of* Tribunal proceedings, whereas costs incurred *in connection with* the proceedings will not be recoverable. There is insufficient evidence before the Tribunal to determine which of these items in this case fall into which of the two categories

35. In the light of the guidance given by the Tribunal, it is to be hoped that the parties will be able to come to an agreement in relation to each of items 82, 84, 85, 86, 89, 96, 107, 108, 109, 111 to 115, 119 to 130, and 132. The Tribunal will now adjourn this aspect of matters until the 1 September 2009, upon which date the Tribunal will regard the Applicant/Leaseholder's application as having been concluded, unless, in the meantime, either party has made further submissions to the Tribunal, following which the Tribunal will consider making further directions
36. In relation to item 133, the Tribunal makes the same findings as in paragraph 20 of these reasons in relation to items 22, 23, 25, 36, 38, 41. The Tribunal is not persuaded on the evidence before it that, if the First Respondent was personally liable for costs, the First Respondent might reasonably be expected to have incurred the cost of this item. The item is disallowed

Item 180

37. The Applicant/Leaseholder's submissions were that the preparation of engrossments was a support staff task. Support staff overheads were included within the solicitor's hourly rate. The item should be disallowed
38. The First Respondent's submissions were that the narrative for this item in the breakdown of costs should, ideally, have been more detailed. It did not relate to the actual preparation of engrossments, but to the time taken in checking what the clean and final version of the new lease was to contain following the conclusion of negotiations concerning the terms. As such, the item should be allowed
39. The Tribunal's findings are that, if the First Respondent was personally liable for costs, the First Respondent might reasonably be expected to have incurred the cost of the amending of the draft lease during negotiations, but to have expected that that cost would have been included in the three hours allowed under items 18, 19, 21, 24, 26, 27, 39, 42, 50. The Tribunal accepts as persuasive the Applicant/Leaseholder's submissions in respect of preparation of engrossments and checking engrossments. The item is disallowed as an additional item

Item 214

40. The Applicant/Leaseholder's submissions were that a copy of the Applicant/Leaseholder's solicitors' open letter dated the 21 April 2009 was at page 99. A without prejudice letter of the same date contains a privileged offer in relation to the statutory contribution towards the

First Respondent's costs designed to avoid the cost of Tribunal proceedings. Those letters were in connection with the Tribunal proceedings and, in fact, post dated the Tribunal's costs directions of the 2 April 2009. They were therefore not the liability of the Applicant/Leaseholder by virtue of section 60(5). The item should be disallowed

41. The First Respondent's submissions were that the same comments applied as made in relation to item 82. Negotiations about the recoverable costs were incidental to the grant of the new lease. Indeed, a tenant was not entitled to seek completion of the lease before tendering to the landlord the various amounts specified in section 56(3) of the 1993 Act, which included costs payable by the tenant under section 60. The item should be recoverable
42. The Tribunal's findings are that, again, the test for the purposes of section 60(5) is not whether the costs were incurred *after the start of* Tribunal proceedings, but whether the costs were incurred *in connection with* Tribunal proceedings. The Tribunal accepts as persuasive the submissions on behalf of the First Respondent. The item is allowed

Counsels fees

43. The Applicant/Leaseholder's submissions were that this was an uncomplicated statutory lease extension, and should not have necessitated reliance on counsel. In any event counsel's fees were not mentioned in the breakdown of costs served pursuant to the Tribunal's directions of the 2 April 2009. None should be allowed
44. The First Respondent's submissions were that the First Respondent was seeking a contribution of £400 plus VAT in this respect. Counsel had actually charged £850 plus VAT, but £400 plus VAT had already been recovered from the leaseholders of Flat 3, whose lease extension claim, although made some months later than the Applicant/Leaseholder's, was completed without recourse to the Tribunal in January 2009. A similar contribution should be recoverable from the Applicant/Leaseholder. The fees were included in the completion statement
45. The Tribunal's findings are that, for reasons already given, the Tribunal is not persuaded, on the facts of this case, that the First Respondent, if personally liable for the costs, might reasonably be expected to have incurred counsel's fees in addition. Counsel's fees are disallowed

£88.50 for completion (challenged in the Scott Schedule)

46. The Applicant/Leaseholder's submissions were that there was no evidence of work done. The item should be disallowed
47. The First Respondent's submissions were that the item was not disputed in the points of dispute, and the same comments applied as made in relation to item 73. In any event, the costs of completing the new lease amounted to £315, as set out on the computer printout extract, of which £270 plus VAT would be strictly recoverable

48. The Tribunal's findings are that in paragraph 6 of the points in dispute at page 50 the Applicant/Leaseholder specifically referred to the First Respondent claim in the breakdown of costs for £88.50 to complete the matter, and then stated at paragraph 8 on the same page that all items claimed were agreed other than as set out in the points of dispute. There was no further mention of this item in the points of dispute. In any event, the Tribunal finds that the First Respondent might reasonably be expected to have incurred that sum to complete the matter if the First Respondent was personally liable for costs. The item is allowed

Scott Schedule

49. The Tribunal has completed the final column of the Scott Schedule so far as possible in accordance with the Tribunal's findings, and a copy is attached to these reasons

Dated the 2 August 2009



.....
P R Boardman
(Chairman)

A Member of the Tribunal
appointed by the Lord Chancellor

SOUTHERN RENT ASSESSMENT PANEL
LEASEHOLD VALUATION TRIBUNAL
Case No. CHI/00HN/OLR/2008/0108

In the matter of Section 60 Leasehold Reform, Housing & Urban
Development Act 1993 as amended ("the Act")

and

In the matter of Flat 10 Blenheim Court 26 Marlborough Road, Bournemouth
("the Property")

BETWEEN:

JANE CLAUDIA BUTLER

Applicant

-and-

THE TRUSTEES OF THE ALICE ELLEN COOPER-DEAN CHARITABLE FOUNDATION

First Respondent/Freeholders

-and-

BLENHEIM COURT MANAGEMENT (WESTBOURNE) LIMITED

Second Respondent

FIRST RESPONDENT/FREEHOLDERS BREAKDOWN OF COSTS

Key:

L/o	Letter outgoing
T/i	Telephone incoming
T/o	Telephone outgoing
i/c	Incoming
TT	Tim Townsend of Hamilton Townsend
DJ	David Jenkins of Hamilton Townsend
HT	Hamilton Townsend, Headlessee's Managing Agents
CM	Coles Miller, The Applicant's solicitor
GDB	Geoff Bevans, Respondent's Valuer

Item No.	Date	Work Undertaken	Units of Time (No. of Units @ 6 mins per unit)	Amount Billed (Hourly rate £190.00 net of VAT)	Submissions submitted by the Applicant/ Leaseholder	Submissions by the First Respondent	Decisions by the Tribunal (and paragraph number of reasons)
				£			
1.	19/03/2008	Perusing CM's i/c & enclosures	2	43.00	Agreed		
2.	"	Title research – old files, deeds etc.	3	64.50	Agreed		
3.	"	T/o HT re H/Lee – They TRB	1	21.50	Disallow – does not progress matter	Incidental to investigation of Applicant's right to a new lease. Not progressing matter is irrelevant	Disallowed (14)
4.	"	T/o Companies House re Ivder Investments Limited – dissolved in 1982	1	21.50	Agreed		
5.	"	T/I HT (long) re the claim	2	43.00	Agreed		
6.	"	Drafting Title/Deposit notices to Tenant <i>(letter sent 20/03/2008)</i>	1	21.50	Agreed		
7.	<i>(letter sent 20/03/200)</i>	L/o CM re their i/c	1	21.50	Agreed		
8.	20/03/2008	Att Client for instructions	1	21.50	Agreed		
9.	"	L/o TT @ HT re H/Lee & i/c Notice	1	21.50	Agreed		
10.	20/03/2008	L/o GDB with copies of correspondence & i/c Notice & with instructions	1	21.50	Agreed		

11.	"	L/o AEC with copies & seeking confirmation of instructions	1	21.50	Agreed		
12.	"	Preparation of Diary entries	1	21.50			
13.	27/03/2008	Perusing CM & HT's i/c letters Long re various points raised by us	1	21.50			
14.	" (letter sent 28/03/08)	L/o CM re their i/c letter	1	21.50			
15.	" (letter sent 28/03/08)	L/o HT re his i/c	1	21.50	Agreed		
16.	" (letter sent 28/03/08)	L/o GDB with copies etc.	1	21.50	Agreed		
17.	07/04/08	L/o HT in response to their i/c 02/04/08 letter	1	21.50			
18.	"	Initial drafting of new lease	6	129.00	See item 42 below	See response at item 42 below	3 hours allowed in total for items 18, 19, 21, 24, 26, 27, 39, 42, 50 and 180 (17)
19.	08/04/08	Further drafting of new lease	8	172.00	See item 42 below	See response at item 42 below	See item 18
20.	11/04/08	T/o GDB returning his call – discussing his inspection problems and requesting his report a.s.a.p	1	21.50	Agreed		
21.	14/04/08	Further drafting of new lease	5	107.50	See item 42 below	See response at item 42 below	See item 18
22.	17/04/08	Att Client for instructions re draft lease	2	43.00 (no file note)	Disallow. Provisions of new lease are governed by Section 57(1) of	Section 57(1) has effect subject to section 57(6) which allows for	Disallowed (20)

					the 1993 Act	agreement between the parties as to the terms of the new lease and also the exclusion of certain terms. Obtaining instructions is incidental to the process of determining the new lease provisions. See also response at point 18 in the First Respondent's 7 May 2009 Written Submissions ("the May Submissions")	
23.	18/04/08	Research re. Covenant for Title	2	43.00	Disallow. Research is an overhead of the firm within the hourly rate. The tenants should not pay the landlord's solicitors costs for researching and learning the law.	See response at point 18 in the May Submissions	Disallowed (20)
24.	"	Further drafting of new Lease	5	107.50	See item 42 below.	See response at item 42 below	See item 18

25.	21/04/08	Att Client for instructions re covenants for title clause	1	21.50	Disallow. This is prescribed by the 1993 Act.	See response to item 22 above and at point 18 in the May Submissions	Disallowed (20)
26.	"	Continued drafting of new lease	5	107.50	See item 42 below.	See response at item 42 below	See item 18
27.	23/04/08	Further drafting of new lease	5	107.50	See item 42 below.	See response at item 42 below	See item 18
28.	24/04/08	<i>Drafting Instructions to Counsel</i>	5	107.50			
29.	"	<i>L/o Counsel's clerk with Instructions to Counsel</i>		<i>Not time recorded.</i>			
30.	29/04/08	T/I GDB with his recommendations	1	21.50	Agreed		
31.	"	<i>T/I Counsel's clerk - has received our instructions & with fee estimate.</i>	1	21.50			
32.	"	Att Client for instructions re valuation	1	21.50	Agreed		
33.	"	<i>L/o HT chasing for instructions</i>	1	21.50			
34.	01/05/08	<i>E-mail/o GDB attaching Instructions to Counsel draft new Lease & Opinion - seeking comments</i>		<i>Not time recorded</i>			
35.	"	<i>E-mail/o Counsel re his i/c Opinion</i>		<i>Not time recorded</i>			
36.	02/05/08	L/o HT re new lease proposals - seeking their comments	1	21.50	Disallow. Form of new lease prescribed by Section 57(1) of the 1993 Act.	See response to item 25 above	Disallowed (20)

37.	"	T/I GDB (long) re Counsel's Opinion	3	64.50	Disallow. Not appropriate for a senior solicitor to rely on Counsel in a routine statutory lease extension and in any event discussing Counsel's opinion with the landlord's surveyor does not progress the matter.	See response at point 19 of the May Submissions Whether or not the work progresses the matter is not relevant in the context of section 60 of the 1993 Act. Cf. the Wychwood decision cited at point 9 of the May Submissions	Disallowed (23)
38.	"	Att client for further instructions	1	21.50 <i>(no file note)</i>	Disallow. Landlord's further instructions as to provision of the new lease unreasonable where terms of new lease are set out in 1993 Act.	See response to item 25 above	Disallowed (20)
39.	"	Drafting amendments to draft new lease	15	322.50	See item 42 below.	See response at item 42 below	See item 18
40.	06/05/08	T/o HT re their i/c letters	1	21.50			
41.	07/05/08	Att client for further instructions re new lease	3	64.50 <i>(no file note)</i>	Disallow. The tenant's claim was for a statutory new lease i.e. "on the same terms as those of the existing lease" as per Section 57(1) of	See response to item 25 above	Disallowed (20)

					the 1993 Act and therefore unreasonable.		
42.	"	Final drafting of new lease	10	215.00	Items 18, 19, 21, 24, 26, 27, 39, 42 and 50 all relate to the drafting of the new lease and amount in total to 62 units or 6 hours and 12 minutes. That is excessive for the reasons set out in Paragraphs 11 to 16 of the Applicant's Points of Dispute dated 30 th April 2009. A reasonable allowance is 2 hours i.e. £430.00.	See response at points 10 – 17 inclusive in the May Submissions	See item 18
43.	08/05/08	Drafting Counter-Notice	3	64.50			
43.	"	L/o HT with draft C-N & draft new lease for approval	$\frac{1}{2}$	21.50 10.75	Agreed		
44.	"	E-mail/o GDB with copies for his comments	$\frac{1}{2}$	21.50 10.75	Disallow. The landlord's valuer has no legal qualifications to comment on legal documents. Unreasonable.	See response at point 20 in the May Submissions	Disallowed (26)
45.	09/05/08	E-mail/o Counsel chasing reply to our e-mail of 01/05	1	21.50			

46.	12/05/08	Att client re Counsel's i/c 09/05 e-mail	1	21.50	Disallow. Unreasonable to instruct Counsel on a routine statutory lease extension when a senior solicitor is dealing with the matter.	See response at point 19 in the May Submissions	Disallowed (23)
47.	"	L/o RJAE requesting cheque re Counsel's fees	1	21.50			
48.	14/05/08	T/I TT @ HT re my 08/05 letter (long)	2 1	43.00 21.50	Agreed.		
49.	14/05/08	L/o HT re statutory obligations etc re Counter-Notice	1	21.50			
50.	"	Final checking of Counter-Notice & draft Lease	5 3	107.50 64.50	See item 42 above.	See response at item 42 above	See item 18
51.	"	L/o Tenant re service of Counter-Notice (delivered by hand 15/05/08)	1	21.50			
52.	"	L/o CM re service of Counter-Notice (delivered by hand 15/05/08)	1	21.50			
53.	"	L/o HT confirming service of Counter-Notice (letter sent 15/05/08)	1	21.50			
54.	"	L/o GDB confirming service of Counter-Notice (letter sent 15/05/08)	1	21.50			
55.	15/05/08	Travelling to offices of Colès Miller re Service of Counter-Notice	2	43.00			
56.	19/05/08	L/o RJAE for cheque re Counsel's fees	1	21.50			

57.	20/05/08	L/o Counsel's clerk with fee payment	1	21.50			
58.	"	L/o RJAЕ acknowledging cheque & confirming it has been dispatched to Counsel	1	21.50			
59.	22/05/08	L/o Counsel with 2 nd fee payment	1	21.50			
60.	"	L/o RJAЕ acknowledging cheque & confirming it has been dispatched to Counsel	1	21.50			
61.	02/06/08	Drafting Agenda item for CDCF Estate Meeting	2	43.00			
62.	16/06/08	Att client re GDB's i/c 22/05 – seeking instructions	1	21.50	Disallow. After counter-notice dated 15.05.08 and negotiating on premium not recoverable from tenant.	The Applicant's submission is not clear. Clients' instructions were sought on certain valuation points relating to draft new lease before commencement of premium and new lease terms negotiations. See also point 20 in the May Submissions	Disallowed (26)
63.	"	T/o GDB discussing & advising re client's instructions	1	21.50	Disallow for reason in item 62.	See response at 62 above	Disallowed (26)
64.	18/06/08 (time recorded 16.06.08)	Uo CM seeking their comments on draft new lease	1	21.50	Disallow – does not progress matter.	Incidental to agreeing the new lease and a step in that process so does amount to 'progress'	Disallowed (14)

						although progressing the matter is not a requirement of section 60 and is therefore irrelevant in this context. See also point 9 in the May Submissions	
65.	24/06/08	Reviewing draft new lease re CM's queries	2	43.00	Agreed.		
66.	25/06/08	L/o CM in response to theirs of 18 June	1	21.50	Agreed.		
67.	01/07/08	Perusing GDB's i/c e-mail & checking file	1	21.50			
68.	"	E-mail/o GDB in reply to his i/c	1	21.50			
69.	09/07/08	L/o CM chasing	1	21.50			
70.	16/07/08	L/o CM re their i/c & chasing amendments to draft new lease	1	22.50			
71.	22/08/08	L/o CM chasing comments on draft	1	22.50			
72.	22/09/08	Considering CM's amendments to draft new lease	4	90.00	Agreed.		
73.	"	Research re adjoining land	1	22.50	Disallow for reason in 23 above.	This item was not disputed in the Applicant's Points of Dispute dated 30 April 2009	Allowed (29)

						<p>which states at point 8 that all items claimed in the First Respondents' detailed breakdown of costs are agreed other than as set out in those Points of Dispute. Without prejudice to that position, the Tribunal is advised that the work was researching the First Respondents' deeds records to ascertain ownership of adjoining land in the context of the Applicant's amendments to the exceptions and reservations in the draft new lease and should therefore be allowed.</p>	
74.	23/09/08	L/o acknowledging CM's i/c	1	22.50	Agreed.		
75.	"	Att client for instructions re CM's amendments	2	45.00	Agreed.		

76.	"	L/o (long) CM re comments on amendments	3	67.50	Agreed.		
77.	25/09/08	E-mail/o JS @ Lacey's to see if still instructed by management company	-	Not time recorded			
78.	03/10/08	T/o TT @ HT – he not in office – will call again on Mon	-	Not time recorded			
79.	08/10/08	L/o TT re amendments to draft new lease	1	22.50	Agreed.		
80.	"	T/o JS @ Lacey's re t/con with TT	1	22.50 (No file note)	Agreed.		
81.	23/10/08	L/o TT chasing re amendments to draft lease	-	Not time recorded			
82.	31/10/08 (Time recorded 30/10/08)	L/o CM re their i/c	1	22.50	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
83.	"	L/o TT with copies & chasing	1	22.50			
84.	05/11/08	L/o CM (draft) re their 23/09/08 i/c – seeking client's comments	1	22.50	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
85.	"	Att client re CM's i/c 03/11 letter – seeking instructions	1	22.50	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
86.	"	Related research re points in CM's i/c letter	2	45.00	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
87.	06/11/08	Considering LVT's Directions	1	22.50			
88.	"	Preparation of Diary entries	1	22.50			

89.	06/11/08	Revising o/g draft letter to CM in response to their 23/09/08 as per client's instructions	1	22.50	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
90.	"	E-mail/o TT re his i/c e-mails & copying relevant correspondence & LVT Directions. Chasing re Company's comments on draft Lease.	1	22.50			
91.	"	E-mail/o GDB with queries re price negotiations & seeking comments re LVT's Directions.	1	22.50			
92.	12/11/08	Att client for instructions re GDB's i/c letter re LVT.	1	22.50 (No file note)			
93.	"	L/o LVT with comments on Provisional Directions.	1	22.50			
94.	"	L/o CM with copy of letter to LVT.	1	22.50			
95.	"	E-mail/o TT in response to his i/c 11/11 e-mail & clarifying points.	1	22.50			
96.	13/11/08	Att client discussing TT's e-mails & seeking instructions	1	22.50	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
97.	"	E-mail/o TT acknowledging H/Lee's position.	1	Not time recorded			
98.	"	L/o CM referring to ours to them of 06/11 - chasing response & advising re H/Lee.	1	22.50			
99.	18/11/08	Att client discussing i/c 14/11 LVT letter - obtaining instructions	1	22.50			
100.	"	T/o GDB to request a suggested timetable re his negotiations.	1	22.50			
101.	"	T/o AH @ CM - discussing LVT letter. He also saying "off the record" that premium now agreed subject to contract.	1	22.50			

102.	"	T/o GDB to report conversation with AH @ CM, & to discuss further	1	22.50			
103.	"	L/o CM confirming earlier conversation with him	1	22.50			
104.	26/11/08	T/o LVT returning call & discussing re Provisional Directions	1	22.50			
105.	28/11/08	E-mail/o AH @ CM chasing his response to our 18/11 letter.	1	22.50			
106.	05/12/08	T/o LVT to report up-to-date position	1	22.50			
107.	09/12/08	Perusing & considering CM's 03/12 letter in response to ours of 06/11	6	135.00	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
108.	09/12/08	Related research re CM's i/c 03/12 letter	3	67.50	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
109.	10/12/08	Att client re CM's i/c 03/12 letter – seeking instructions	1	22.50	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
110.	"	Preparation of assessment re outstanding issues as per instructions	10	225.00			
111.	12/12/08	Att client for further instructions	2	45.00	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
112.	15/12/08	Research of LVT decisions re S57	3	67.50	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
113.	14/01/09	Drafting letter to CM re their 12/01 letter for client's comments	1	22.50	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
114.	"	Perusing & considering LVT & LT decisions re S57	5	112.50	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)

115.	15/01/09	Att client re draft letter to CM – seeking his comments & obtaining instructions	1	22.50	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
116.	"	T/o GDB to confirm he happy to state no agreement re premium payable	1	22.50			
117.	"	L/o CM in response	2	Not time recorded			
118.	"	L/o LVT re their i/c 13/01 letter	1	22.50			
119.	"	L/o GDB enclosing copy correspondence & bringing up-to-date	1	22.50	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
120.	22/01/09	E-mail/o AH @ CM – chasing response to our 15/01 letter re possible meeting to try and agree outstanding points			See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
121.	"	E-mail/o AH confirming date & time of meeting	1	22.50			(see paragraphs 34 and 35 of Tribunal's reasons)
122.	"	E-mail/o AH confirming Venue for meeting					(see paragraphs 34 and 35 of Tribunal's reasons)
123.	"	Att client re meeting arrangements	1	22.50	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
124.	23/01/09	Prep re updating proposed Lease	2	45.00	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
125.	"	L/o AH @ CM with updated draft lease showing points still in dispute	1	22.50	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
126.	26/01/09	Prep re meeting with AH	2	45.00	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
127.	"	Att client – he unable to attend meeting with AH – discussing and obtaining his instructions	1	22.50	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)

128.	26/01/09	Meeting with AH at PR offices	8	180.00	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
129.	02/02/09	Att client reporting no word from CM since meeting on 26/01	1	22.50	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
130.	" (letter sent 03.02.09)	L/o CM (draft) re outstanding points	2	45.00	See item 132 below.	See response at item 132 below	(see paragraphs 34 and 35 of Tribunal's reasons)
131.	03/02/09	Att client discussing letter to go to CM		Not time recorded			
132.	"	E-mail/o GDB re possible valuation issues	1	22.50	Disallow. The application to the Tribunal to determine the terms of acquisition remaining in dispute was made on 28 th October 2008. All these items are in connection with those proceedings and are not the liability of the Applicant by virtue of Section 60(5) of the 1993 Act.	See response at point 21 in the May Submissions. The items are all in connection with the grant of the new lease rather than the proceedings themselves and are therefore recoverable by virtue of section 60(1).	(see paragraphs 34 and 35 of Tribunal's reasons)
133.	"	Researching points	5	112.50	Disallow for reason in item 23 above.	This particular objection was not raised in the Applicant's Points of Dispute for this item. Without prejudice therefore to that position the Tribunal is	Disallowed (36)

						advised that the research work was in relation to the remaining outstanding points on the draft lease which were of a technical and specialist nature and upon which the First Respondents, who are charity trustees, required detailed advice. See also response at point 18 in the May Submissions	
134	04/02/09	Preparation for pre-trial review	1	22.50			
135	"	Attendance at Pre-Trial Review held at The Royal Bath Hotel	8	180.00			
136	06/02/09	Research re Appeal & points raised at Pre-Trial Review	5	112.50			
137	"	L/o LVT (long) re appeal	5	112.50			
138	11/02/09	Att client re l/c Directions re LVT - seeking instructions	1	22.50			
139	"	T/o Counsel's Clerk re availability for hearing	1	22.50			

140.	16/02/09	E-mail/o Counsel's Clerk chasing response & availability for hearing		Not time recorded			
141.	17/02/09	T/o Counsel's Clerk chasing response & availability dates	1	22.50			
142.	18/02/09	E-mail/o Counsel chasing availability	1	22.50			
143.		E-mail/o Counsel's Clerk in response to his i/c	1	22.50			
144.		L/o LVT re dates for hearing	1	22.50			
145.	20/02/09	E-mail/o Counsel's Clerk re 02/04 availability for hearing	1	22.50			
146.	23//02/09	E-mail/o Counsel re his i/c & chasing Written Representations	1	22.50			
147.		E-mail/o client re hearing date & Venue		Not time recorded			
148.	24/02/09	Considering Counsel's draft Written Representations	3	67.50			
149.		Drafting Amendments to Written Representations	2	45.00			
150.	24/02/09	T/o Counsel to discuss draft Written Representations & with amendments	2	45.00			
151.		E-mail/o client for instructions	1	22.50			
152.		Preparation of Appendices	2	45.00			

153.	25/02/09	Att client for instructions	1	22.50			
154.	"	L/o CM serving Written Representations	1	22.50			
155.	"	L/o LVT filing copy Written Representations	1	22.50			
156.	05/03/09	L/o RJAE requesting cheque for Counsel's fees		Not time recorded			
157.	09/03/09	L/o Counsel's Clerk with cheque		Not time recorded			
158.	12/03/09	Att client to discuss - obtaining instructions		Not time recorded			
159.	12/03/09	L/o LVT to advise no word from CM	1	22.50			
160.	"	L/o CM with copy of letter to LVT	1	22.50			
161.	"	T/l LVT re our earlier faxed letter - discussing	1	22.50			
162.	17/03/09	Perusing & Considering Applicant's Replies	3	67.50			
163.	"	T/o Counsel's Clerk for quote to attend hearing	1	22.50			
164.	18/03/09	Att client for instructions	1	22.50			
165.	"	Preparation of Instructions for Counsel	2	45.00			

166	"	E-mail/o Counsel & Clerks with instructions & fees request	1	22.50			
167	24/03/09	Att client discussing re KM's i/c e-mail	1	22.50			
168	24/03/09	E-mail/o Counsel re his i/c	1	22.50			
169	27/03/09	E-mail/o KM chasing	1	22.50			
170	30/03/09	Perusing Counsel's i/c note, file & Flat 3 file	2	45.00			
171		Att client for instructions	1	22.50			
172		E-mail/o Counsel acknowledging		Not time recorded			
173		L/o LVT to advise not pursuing further	1	22.50			
174		L/o CM to advise not pursuing & seeking confirmation hearing can be cancelled	1	22.50			
175		L/o CM (2 nd) re price negotiations	1	22.50			
176		E-mail/o GDB re progressing price negotiations	1	22.50			
177		E-mail/o AH @ CM responding to his i/c e-mail	1	22.50			
178		E-mail/o GDB (2 nd) re his i/c & price negotiations	1	22.50			

179.		T/I GDB re 2 nd e-mail	1	22.50			
180.		Preparation of engrossments	1	22.50	Disallow. A support staff task within the hourly rate. Unreasonable.	See response at point 22 in the May Submissions	Disallowed (see item 18) (39)
181.	31/03/09	Att client re AEC's i/c e-mail – seeking instructions.	1	22.50			
182.		E-mail/o AEC re his i/c	1	22.50			
183.	01/04/09	Att client advising no response from CM to confirm hearing can be cancelled – seeking instructions.		Not time recorded			
184.		T/I AH @ CM re LVT requirements & price negotiations	1	22.50			
185.		T/o GDB to discuss	1	22.50			
186.		T/o GDB with suggested response to CM	1	22.50			
187.		T/o AH with response to earlier i/con	1	22.50			
188.	01/04/09	T/I GDB with Subject to Contract query	1	22.50			
189.		L/o LVT for confirmation hearing cancelled.	1	22.50			
190.		Perusing CM's i/c	1	22.50			

191.	"	T/I LVT to discuss	1	22.50		
192.	"	Related research	2	45.00		
193.	02/04/09	Att client re CM's i/c letter – obtaining instructions	2	45.00		
194.	"	T/o GDB to request copy MH letter & updating	1	22.50		
195.	"	T/o GDB leaving msg on v/m – seeking confirmation that MH did confirm the premium payable	1	22.50		
196.	"	T/I LVT confirming Tribunal has adjourned hearing for today	1	22.50		
197.	"	T/I GDB re earlier message – he confirms that MH has telephone him and verbally confirmed premium payable	1	22.50		
198.	"	L/o CM re their i/c	1	22.50		
199.	"	L/o RJAE requesting cheque for Counsel's fees	1	22.50		
200.	"	L/o TT @ HT confirming terms now agreed and completion to take place soon	1	22.50	Agreed.	
201.	03/04/09	L/o RJAE with engrossment for signature	1	22.50	Agreed.	
202.	"	T/I DJ @ HT acknowledging letter – TT away for 3 weeks	1	22.50		

203.	06/04/09	L/o Counsel's Clerk with cheque	1	22.50			
204.	08/04/09	L/o CM re their i/c letter	1	22.50	Agreed.		
205.	09/04/09	L/o LVT re dates to avoid	1	22.50			
206.	"	L/o CM with copy of letter to LVT	1	22.50			
207.	"	L/o DJ @ TT re LVT directions etc.	1	22.50			
208.	"	Preparation of diary entries	1	22.50			
209.	15/04/09	Prep. re recoverable costs	5	112.50			
210.	"	Drafting completion statement	1	22.50	Agreed.		
211.	"	L/o RJAE for cheque for Counsel's fees	1	22.50			
212.	16/04/09	L/o CM with Completion Statement	1	22.50	Agreed.		
213.	"	L/o DJ @ HT with copy	1	22.50	Agreed.		
214.	21/04/09	Perusing CM's i/c open & without prejudice letters & considering them	2	45.00	Disallow. A copy of the open letter of 21 st April 2009 is found at Appendix D of the Applicant's Points of Dispute dated 30 th April	This submission is the same as the corresponding one in the Applicant's Points of Dispute. See therefore	Allowed (42)

					2009. The without prejudice letter of the same date contained a privileged offer in relation to the statutory contribution towards the Respondent's costs designed to avoid the further costs of LVT proceedings. Those letters are in connection with the LVT proceedings and, in fact, post date the Tribunal's costs directions of 2 nd April 2009. Not therefore the liability of the Applicant by virtue of Section 60(5) of the 1993 Act.	response at point 23 in the May Submissions	
			Up to 21/04/2009 TOTAL	7,665.50			
			Up to 21/04/2009 LESS amount non-recoverable	3,718.50			
			ADD re completion	88.50	Disallow. No evidence of work done.	This item was not disputed in the Applicant's Points of Dispute and so the first sentence of the First Respondent's response at item 73 above applies.	Allowed (48)

			Without prejudice to that position the Tribunal is advised that, in the event, costs of £315.00 were incurred in the period up to and including completion of the new lease on 28 April 2009 (as indicated on the attached computer printout extract) of which £270.00 plus VAT would be strictly recoverable	
GRAND TOTAL	4,035.50			