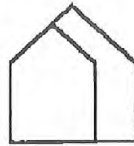


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**LONDON RENT ASSESSMENT PANEL
LEASEHOLD VALUATION TRIBUNAL**

Case Reference LON/00AF/OC9/2011/0077

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL ON AN APPLICATION
UNDER SECTIONS 60 and 91 OF THE LEASEHOLD REFORM, HOUSING
AND URBAN DEVELOPMENT ACT 1993**

Applicant: Quadron Investments Ltd

Respondent: Hazel Christine Arnold

Premises: 192B Anerley Road London SE20 8TQ

Applicant's representative : Mr Alterman ,solicitor

Respondent's representative: Mr G Crews ,solicitor.

**Leasehold Valuation Tribunal: Mrs F J Silverman Dip Fr LLM
Mr L Jarero BSc FRICS**

Date of hearing : 11 January 2012

Decision

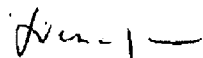
The Tribunal determines that the Applicant's costs payable by the Respondent tenant are to be assessed using the hourly rates specified in paragraph 11 below as applied to the items detailed in paragraphs 12-30. VAT at the appropriate rate is to be added to these sums. Additionally the Respondent is to pay the Applicant's valuer's fee of £650 plus VAT and £4 for land registry entries.

REASONS

1. The application before the Leasehold Valuation Tribunal is for a determination of the cost payable to the Reversioner under sections 60 and 91 of the Leasehold Reform, Housing and Urban Development Act 1993 (The 1993 Act).
2. The acquisition of the freehold reversion of the premises by the Respondent tenant has been completed. The Respondent is required to pay the Applicant freeholder's reasonable costs relating to the acquisition and have asked the Tribunal to consider the reasonableness of the costs charged by Altermans on behalf of their freeholder client amounting in total to £3,271 (including VAT) and the valuer's fee of £650 plus VAT.
3. The hearing of this application took place before the Tribunal on 11 January 2012. The Applicant was represented by Mr Alterman, solicitor, and the Respondent by Mr Crews, solicitor .
4. The Tribunal heard submissions on costs from both parties' representatives.
5. For the Respondent it was argued that the acquisition of the freehold had been a simple and straightforward transaction which did not justify the amount of fee earning time which the Applicant had devoted to it. Further, the Applicant could have used a more junior fee earner to do a larger proportion of the work . The Respondent also asserted that the hourly rates charged by the Applicant's solicitors were too high.
6. In reply the Applicant's solicitor said that the client was entitled to choose whichever solicitor it wished to act for it, and in this case had selected a London firm whose charging rates would of necessity be higher than those of a provincial firm. Some of the work had been done by an assistant. The work was also of a specialised nature which justified a higher charging rate.
7. The Tribunal examined the Applicant's schedule of costs during the hearing . A copy of that schedule is attached to this decision and references below to item numbers relate to the accounting entries as numbered on that schedule.
8. No challenge was made to the valuer's bill which is therefore payable in full by the Respondent. The appropriate rate of VAT is to be agreed with the valuer.

9. In addition to the items on the schedule the Applicant also sought to recover £4 for Land Registry entries and £20 for petty disbursements; the former was agreed by the Respondent and the latter conceded by the Applicant.
10. The Applicant's schedule is drawn up by reference to the fee earner's hourly rates stated to be £295 for 'GA' a partner and £275 for 'CT' an assistant during 2011 with figures of £260 and £240 respectively for 2010. The Applicant contended that these rates were broadly in line with those set out in the Supreme Court Costs Office Guidance. The Respondent considered that a charging rate of £225 per hour for a partner and £150 per hour for an assistant would be more appropriate given that the transaction was not complex and the value of the property was modest.
11. Having considered the parties representations the Tribunal determines that the appropriate hourly rates for work done in 2010 should be £260 for a partner and £240 for an assistant. For work done in 2011 the rates should be £265 for a partner and £245 for an assistant. These rates should therefore be applied pro rata to the various items in the schedule. The Applicant's solicitors are an outer London firm whose rates would be slightly higher than those of a provincial firm . The work done was of a specialised nature but the transaction appeared to be uncomplicated and straightforward.
12. Items 1-3 of the schedule are agreed by the Respondent.
13. Items 4 and 5 effectively deal with the same issue and the Tribunal allows 24 minutes in total for these items.
14. Item 6 in part duplicates item 2 and a deduction of 6 minutes is made from this leaving a total of 12 chargeable minutes.
15. A total of 12 minutes is allowed for Items 7 and 8 (a deduction of 6 minutes) .
16. Item 9 was conceded by the Respondent and is therefore not chargeable.
17. Item 10 relates to leaving a voice mail. The Tribunal considers that 6 minutes is sufficient time for completion of this task.
18. Items 11 -14 are agreed by the Respondent.
19. Item 15 was conceded by the Applicant and is therefore not chargeable.

20. Items 16 and 17 concern brief communications with the Applicant's valuer and a total of 6 minutes is allowed for these two items.
21. Item 18 was conceded by the Applicant and is therefore not chargeable.
22. The Applicant conceded 6 minutes on Item 19 which leaves a total of 6 minutes to be charged for this item.
23. The Respondent agreed Item 20.
24. The Applicant had charged 114 minutes under Item 21 for drafting the new lease. Although the Respondent asserted that this was too much time for a simple task, the Tribunal accepts the Applicant's explanation that the lease had to be totally re-typed and checked because it was not in the form of a standard electronic precedent and allows this time in full.
25. The Applicant conceded 30 minutes on Item 22 leaving 30 minutes to be charged under this heading.
26. Item 23 relates to a telephone call which the Tribunal agrees should be charged at 6 minutes.
27. Items 24-26 were all conceded by the Applicant and are therefore not chargeable.
28. Items 27-29 were agreed by the Respondent.
29. Items 30-32 all relate to the preparation of a completion statement and bill with accompanying emails where the Applicant reduced their original estimate to 36 minutes and the Respondent said that 24 minutes was sufficient time in which to carry out these tasks. The Tribunal considers that the proper amount of time to be allowed is 30 minutes.
30. Items 33 and 34 were agreed by the Respondent.



Frances Silverman
Chairman
19 January 2012

RESIDENTIAL PROPERTY TRIBUNAL SERVICE

London RENT ASSESSMENT PANEL

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Mr Gary Butler
55 St. Peters Road
Croydon
Surrey
CR0 1HS

Your ref:

Our ref: **KH/LON/00AH/LRA/2011/0007**

Date: 19 January 2012

Dear Mr Butler

RE: Landlord & Tenant Act 1985 - Section 29

PREMISES: Woburn and Bedford Court Residents Association, Wellesley Road, Croydon, Surrey, CR0 2AF

Thank you for your email dated 17 January 2012.

The Procedural Chairman has considered the submissions, and as requested, enclosures copies of the documentation received on behalf of the landlord, some of which appears to be copy correspondence already provided to the applicants.

As far as the membership is concerned, whilst the committee recognises the difficulties that may be faced with owners being non-resident, it has to be satisfied that any residents association to which it affords recognition is properly constituted and that it has the recommended requisite number of members. In addition, the committee does not consider it unreasonable for an association to provide proof that members have paid. In many instances applications are made which state that dues have been paid when in fact they have not, and membership lists are frequently incorrect.

The case officer suggested that confirmation might be sought by e-mail. Again the committee does not consider this to be an unreasonable request. The association constitution requires all members under clause 4.2 to sign an authority giving the association permission to act. The association should therefore be in possession of signed forms from each current member, and copies of these would suffice.

In this instance the committee has received signed letters from residents resigning from the association and wishes to have an up to date list. The information so far provided stated that there are 52 members, the committee does not consider that there are, in 3 instances the member has resigned, pending the decision of the RAC, these cannot therefore be counted towards membership. Six owners are noted as having resigned but retracted that resignation. No evidence of that retraction has been provided. On the face of it, without those statements of retraction, which presumably are supported by the signed authorities noted above, the association has insufficient membership to be afforded recognition. In addition,

1 member appears to have resigned and not retracted that resignation (Flat 26) and one member, on the applicant's documentation has a "relationship" with the landlord and therefore must be discounted from the statistics.

The association has also raised the question of the committee's challenging the integrity of the members. No such challenge has been made. As the applicants should be aware, this application is contested by the landlord, the granting of a certificate under S.29 gives limited additional rights to leaseholders with respect to service charge, and in terms of such charges, the committee must be satisfied as to the numbers of applicants represented.

The committee therefore requires copies of the documents signed by each member under 4.2 of the constitution before it is willing to make a final decision on the matter.

Copies of all documents are attached and have been copied to the landlord.

Yours sincerely

Ms Katharine Hanley
Case Officer

Copied to: Mr J Hay-Arthur, Guideaim Limited, c/o Galebaron Management
Services, P. O. Box 58, Bridlington, North Humberside, YO15 3YW

SCHEDULE TO DECISION
192 ANORLBY RD S62a

Case: 6863

Ordered By: Activity Date

GA: Gabriel Alterman £295

CT: Chantal Thomas £275

Date	Type	Details	Case	Init.	Time	Charge
09/11/2011	Post	Checking bank, let to client with cheque and preparing completion statement, let to ten sols, paying in slips for money etc.	6863	GA	18	80.5
28/07/2011	Telephone	Speaking to gabriel, calling bennett welch, emailing	6863	CT	6	27.5
10/07/2011	Drafting	Completion statement	6863	CT	12	55
10/07/2011	Drafting	Bill and email	6863	CT	6	27.5
10/07/2011	Drafting	Drafting completion statement, emails	6863	CT	24	110
30/05/2011	Post	Letter in from BW, new plan, sending out engrossments	6863	CT	18	82.5
16/06/2011	Drafting	Letter and plan from BW, preparing engrossments, email to BW, plan needs changing, preparing requests for bank, emailing them	6863	CT	60	275
06/05/2011	Telephone	Mr Crews - discussing his amendments and the rationale for our new clauses - he did not accept it and I said we would agree to all his amendments. It was not worth going to the hvt to fight for these two - also as his client would be paying for the new plan we would agree to that too. He said we were agreed, he would withdraw his application to the LVT and would send me a copy of his fax. I said I would tak him at his word and would cancel the appointment in my diary and would put another matter in .he will tell me when he wants to complete when he sends me th eplans	6863	GA	12	59
06/05/2011	Telephone	Barbara spoke to Lee at BW who confirmed the fax with the lease attached had been received.	6863	NF	6	0
05/05/2011	Telephone	Chantal about her contact with ten sols - server up and running she will look at it on pcs and then call me	6863	GA	6	29.5
05/05/2011	Review	Talking to gabriel, barmetts, emailing barbara. (30 mins) speaking to rebecca, leena, barbara to try to sort out computer and logging in (1 1/2 hours)	6863	CT	6	27.5
27/04/2011	Review	Review	6863	CT	6	27.5
18/04/2011	Telephone	Bennett Welch - they have the email with the draft lease and hope to get to it by Thursday as he Mr Crews is going away after that. He had received the letter from the hvt with the hearing date of 10 May and wants to deal with it before then. I suggested he write to ask for an adjournment but he said lets see how it goes.	6863	GA	6	29.5
08/04/2011	Review	Lease drafted by CT letter to BW	6863	GA	60	295
24/03/2011	Drafting	Drafting lease	6863	CT	114	522.5
18/03/2011	E-mail	From valuer with other valuer's letter agreeing terms and her invoice	6863	GA	6	29.5
13/03/2011	Post	Letter for mten sols and reply re conveyancing	6863	GA	12	59
17/03/2011	E-mail	Email from Paul, email to Comptons and chasing them up	6863	CT	12	55
15/03/2011	Post	Letter in from Rhisha - agreed premium £27k	6863	GA	6	29.5
15/03/2011	Telephone	Rhisha on reading her letter - no fees agreed as it is a notice one	6863	GA	6	29.5
04/02/2011	E-mail	To valuer chasing	6863	GA	6	29.5
08/12/2010	Post	Review let from ten sols email valuer	6863	GA	6	29.5
30/11/2010	Payment	£2160 for deposit	6863	GA	6	29.5
30/11/2010	E-mail	To valuer and to ten sols	6863	GA	12	59

30/11/2010	Post	Letter in firm ten sols with grant of probate and lease - review probate and land reg entries	6863 GA	6	29.5
22/11/2010	Telephone	Ten sols - left message on his voicemail to call me	6863 GA	12	59
22/11/2010	E-mail	From client	6863 GA	6	29.5
18/11/2010	Telephone	Barbara telephoned Bennett Welch and spoke to Maureen who confirmed that they had received the fax re the counternotice and the fax re the S92 notice.	6863 NF	6	0
11/2010	Telephone	Ten sols an cleaving message for ref GRC on voice mail and aksln ghim to call me	6863 GA	6	29.5
18/11/2010	Review	Oc entries and notice and let to ten sols	6863 GA	12	59
18/11/2010	E-mail	To client and valuer , cheking counternotice and getting and checking land reg entries	6863 GA	18	88.5
17/11/2010	Drafting	Letter to ten solsemalls to valuer and client	6863 GA	18	88.5
14/11/2010	Drafting	S92 notice and letter	6863 GA	18	88.5
09/11/2010	Drafting	Checking lease and counter-notice to see if anything in the lease needs to be changed	6863 CT	24	110
25/10/2010	Drafting	Counternotice and serving the same	6863 GA	18	88.5
22/09/2010	Review	Letter and B133 Notice from client.	6863 NF	6	0
20/09/2010	Review	EMAIL from paul with lns and otice and letter ten sols making diary note to serve on	6863 GA	12	59
				Total	2736