

4029



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

**Case Reference** : LON/00AK/OC9/2015/0252

**Property** : Flat 10 Pymmes Close  
London N13 4NJ

**Applicant** : Halliard Property Co Ltd

**Representative** : Wallace LLP

**Respondent** : Walter Global Holdings Ltd

**Representative** : -

**Type of Application** : Determination of Costs to be paid  
under S60(1) Leasehold Reform  
Housing and Urban Development  
Act 1993

**Tribunal Members** : P M J Casey MRICS

**Date and venue of  
Hearing** : 27 July 2015  
10 Alfred Place, London WC1E 7LR

**Date of Decision** : 17 August 2015

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**DECISION**

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## **Decisions of the tribunal**

- (1) The tribunal determines that the applicant landlord's costs for which the respondents are liable under the provisions of S60(1) of the Leasehold Reform Housing and Urban Development Act 1993 (the Act) are as follows:

Legal fees	£2,279 plus VAT
Land Registry fees	£32
Courier fees	£27.81 including VAT
Valuers fees	£1325.20 including VAT and disbursements

- (2) The tribunal makes the determinations as set out under the various headings in this decision

## **The application**

1. The applicant seeks a determination pursuant to S91(2) of the Act of its reasonable costs under the provisions of S60 of the Act.
2. Following the Tribunal's directions dated 4 June 2015 the applicants' solicitors, Wallace LLP, submitted a hearing bundle to enable the Tribunal to determine the application on the papers. The bundle was considered by the Tribunal on 27 July 2015. Neither the respondents nor their solicitor have communicated with the Tribunal.

## **Background**

3. On 7 November 2013 a notice under S42 of the Act claiming a new lease was served on the applicant landlord by Egli Andrews-Skalyodes the then long leaseholder of Flat 10 Pymmes Close London N13 4HN. The applicant was advised that on 14 November 2013 the lease had been assigned to Ratzi Booch together with the rights and obligations of the S42 notice and on 17 January 2014 he assigned the lease and the notice to Walter Global Holdings Limited though the applicant was not advised of this at the time.
4. Wallace LLP on behalf of the applicant served the landlord's S45 Counter Notice on Ratzi Booch c/o Lopian Wagner Solicitors on 23 January 2014. On 30 January 2014, having become aware of the further assignment they served a Counter Notice on Walter Global Holdings Limited c/o Ronald Baker Fletcher Solicitors.
5. Whilst agreement of the terms of the new lease was apparently reached on or about 1 December 2015 completion did not take place within four months of this date and hence the respondents' claim was deemed to be withdrawn on 31 March 2015.

6. No agreement on the applicant's S60 costs following the deemed withdrawal was reached and so application was made to the Tribunal on 2 June 2015.

### **The law**

7. Section 60(1) provides that the Tenant shall be liable for the Landlord's reasonable costs of and incidental to any of the following matters:
  - (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 the new lease under Section 56;
  - (c) The grant of a new lease under that Section."

Section 60(2) however provides:

"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."

While Section 60(3) says:

"Where by virtue of any provision of this Chapter the tenant's notice ceases to have effect, or is deemed to have been withdrawn then (...) the tenant's liability under this section for the costs incurred by any person shall be a liability for costs incurred by him down to that time."

### **The evidence**

8. In the applicant's statement of case Wallace LLP set out in some detail, in relation to the claim, the date, type and description of the work done and how long it took, the grade of fee earner involved and the hourly charge together with details of disbursements. They also seek to justify the applicant's choice of solicitor, the grade of solicitor undertaking each task and the charge rate largely by reference to the need for relevant experience when dealing with claims made under complex legislation. They also included and referred to a large number of Tribunal decisions in respect of S60 costs where they had acted and these various matters had been challenged.

9. The sums claimed in respect of Wallace's fees total £2,279 plus VAT. The bulk of these costs were incurred between 24 December 2013 when the Notice of Claim was served and 30 January 2014 when the Counter Notice was served. A further tranche of work, charged at approximately £360 excluding VAT took place between on 1 December 2014 in respect of preparing completion statements and lease engrossments. All of these sums together with Land Registry fees of £32 and courier fees (service of documents) of £27.81 plus VAT are said in the statement of case to have been reasonably incurred and are payable under the provisions of S60.
10. In respect of the valuer's fee claimed of £1,325.20 to include disbursements and VAT an invoice from Chesterton Hamberts detailing the work carried out is included in the bundle and is said to have been agreed by a Matthew Price the respondent's valuer. E-mails to this effect are included in the bundle.

### **The decision**

11. As Wallace point out in the Statement of Case there has been no response from the respondents and the sums claimed are unchallenged. In such circumstances it is not for the Tribunal to provide such a challenge based on its own views and opinions or experience of other cases. It does however have an obligation to ensure nothing is being claimed which is clearly outside the scope of S60 or that amounts are so excessive as to be patently unreasonable but on a detailed reading of the papers provided there is nothing claimed in this case which can be said to fall into either category and the sums claimed are determined to be payable in full by the respondents under the provisions of S60 of the Act.

**Name:** Patrick M J Casey

**Date:** 17 August 2015