

12159



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

Case Reference : LON/00AZ/LSC/2016/0424

Property : 134 Boundfield Road London SE6
1PD

Applicant : Phoenix Community Housing
Association (Bellingham and
Downham) Limited

Representatives : Mr Ben Maltz of Counsel

Respondent : Mr Alister Allan Coutts-Lovie

Representative : Mr Richard Hendron of Counsel

Type of Application : Reasonableness of and liability for
service charges and administration
charges under the Landlord and
Tenant Act 1985

Tribunal Members : Professor Robert M. Abbey
(Solicitor)
Mr Stephen Mason (Building
Surveyor) FRICS

**Date and venue of
Paper Based Decision** : 6th April 2017 at 10 Alfred Place,
London WC1E 7LR

Date of Decision : 24th April 2017

DECISION

Decisions of the tribunal

1. The Tribunal determines that as at the date when the county court proceedings were issued by the applicant there was payable by the respondent to the applicant £22,287.76 being reasonable service charges payable by the respondent to the applicant pursuant to the terms of the lease of the property.
2. The file shall be returned to the County Court at Central London for the determination of the following claims which this tribunal does not have jurisdiction to determine:
 - o Court fee, interest and
 - o Costs
3. The reasons for our decisions are set out below.

The application and procedural background

4. In 2016 the applicant landlord commenced legal proceedings in the county court for the recovery of service charges against the respondent as proprietor of a long lease of the subject property. The works that gave rise to the service charges were carried out in 2012/2013. (The Directions issued by the tribunal on 10 January 2017 noted that “there is a long history of dispute between the applicant freeholder and the respondent leaseholder.”) The claim was for £22,347.86.
5. The respondent did file a defence which asserted that the respondent was not liable because he said the costs were excessive or wrong, he had not had notice, he had received extremely bad service with he asserted 21 years of neglect and leaks causing loss and expenses. Consequently the respondent considered that he was entitled to challenge the claimed service charges. A counter claim was also made.
6. The applicant’s claim concerning the determination of service charges referenced B6QZ842D was transferred to this tribunal by order of His Honour Judge Luba QC from the County Court at Central London. The date of the order was 8 November 2016. The claim made in the county court was for unpaid service charges. At the same time as the transfer, Judge Luba also struck out the respondent’s counter claim.
7. The relevant legal provisions relating to this matter are set out in the Appendix to this decision and rights of appeal made available to parties to this dispute are set out in an Annex.

The hearing

8. There was an oral hearing on the date shown above. The applicant was in attendance with counsel. The respondent was not in attendance but counsel did appear on his behalf. He confirmed that he was instructed under the direct public access scheme. At the commencement of the hearing an application was made by counsel for the respondent. The application was in two parts. First, there was an application for the proceedings to be adjourned because it was said that the respondent was not ready for trial. Secondly, there was an application to allow the respondent to adduce evidence of a chartered surveyor. Counsel put forward the name of a firm, (John Burke Associates) but not the name of a specific surveyor. At the start of the hearing a written skeleton argument was placed before the tribunal in support of the two requests. The counsel for the respondent suggested that the expert would provide evidence about whether the works had been completed, if they had, to what standard and whether the costs demanded “appear to be expected for such works”. In essence counsel was asserting that due to the complexity of the works an expert was necessary. Without that evidence counsel said that the respondent could not prove his case.
9. Counsel for the applicant responded by mentioning to the tribunal that the respondent had failed to comply with the directions and order issued by the tribunal on 10 January 2017 and 10 March 2017. The Directions of 10 January were the usual directions issued in a case of this kind following a referral from the county court covering, among other things, disclosure, the statements of case and the question of experts. The respondent had been required by 8 February 2017 to provide a schedule setting out the disputed items. This was not done. As to expert evidence, the directions stated that “It is presently unclear that expert evidence will assist the tribunal in reaching its determination in this case, or if the cost of such evidence is justifiable. However, a decision cannot yet be made unless and until the extent and nature of this dispute is known, by the completion, service and filing on the parties cases, above”. If expert evidence was to be requested that request had to be with the tribunal by 22 February 2017. This was not made.
10. The Order of 10 March 2017 was made subsequent to a request by the applicant to strike out the respondent’s case following his failure to comply with the previous directions. Judge Powell ordered that should the respondent fail to file and serve a schedule of items in dispute by 20 March 2017 he would be barred from presenting a positive case and his participation at the hearing would be limited to asking questions of the applicant as they adduce evidence and make submissions in support of their claim. The respondent failed to comply with this order.
11. The tribunal took careful note of the reasons for the decision made by Judge Powell. In particular it noted that he was satisfied that the

applicant had provided the respondent and his solicitors with all of the documents mentioned in the previous directions. Furthermore he noted that many of these documents were provided to the respondent in years gone by and most recently to either him or his solicitors on 25 January, 27 January, 22 February, 23 February and finally on 1 March 2017. Judge Powell made it clear he was in no doubt that the respondent had everything he needed to state a case, namely which if any service charges he disputed and the reasons why.

12. After considering the submissions made by both counsel the tribunal decided to refuse both applications. It felt that the order of 10 March had been very much a final chance for the respondent to submit the necessary detail and he had failed to do so. Rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 S.I. 2013 No. 1169 (L. 8) requires the Tribunal to deal with cases fairly and justly. This includes avoiding delay, so far as compatible with proper consideration of the issues. It was apparent to the tribunal that the respondent had been given every opportunity to present his case in the proper way but had failed to do so. Consequently it was right that the matter proceed without further delay and that therefore there be no expert evidence given on behalf of the respondent. Upon the tribunal making this decision on the application counsel for the respondent advised the tribunal that he had limited instructions and in the light of these limited instructions he would withdraw from the hearing.
13. Oral evidence was therefore heard from one party, the applicant, on the nature and reasonableness of the claimed service charges. Neither counsel for the respondent nor the respondent were in attendance. However, the tribunal did require the applicant to provide their evidence which counsel did with the evidence of Emma McSweeney the Head of Home Ownership and Income Services for the applicant and by taking the tribunal through the evidence generally and the landlord's statement for the hearing and which appeared at page 15 of the trial bundle.
14. The respondent holds a long lease of the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge.
15. The landlord applicant claimed service charges of £22,287.86. It is this sum that is in dispute and is the item referred to the tribunal by Judge Luba QC.

The service charges claimed

16. Having read and heard oral evidence and submissions from the parties and considered all of the documents provided, the tribunal determines the issue as follows.

17. In regard to the claimed service charges the tribunal finds that the service charges claimed of £22,287.86 are reasonable and payable by the respondent. The evidence for the payability and reasonableness of the service charges was provided by Emma McSweeney and is set out in summary in the following paragraphs. She confirmed that the unpaid service charges were for major works covering, among other things, roofing repairs and renewals, chimney stack repairs repointing and rebuilding, solid wall insulation and many other items that were all specified in the applicant's notice of intention dated 2 June 2011.
18. Dealing first with the payability of the service charges claimed by the applicant it is clear that the lease of the property contains provisions requiring the respondent to pay service charges demanded by the applicant. The lease definitions clearly delineate the extent of the property and the estate in which it is located. Clause 5(1) of the lease requires the respondent to pay to the applicant service charges and improvement contributions. The tenth schedule of the lease sets out further details about the charges mentioned in clause 5(1) and the ninth schedule sets out the landlord's covenants including the requirement to rebuild reinstate and renew where necessary.
19. The applicant proposed major works that were carried out under a qualifying long term agreement and the tribunal was shown details of the consultation notices issued in 2011 and 2012. The tribunal was satisfied that the consultation process had been completed in accordance with statute. Thereafter proper demands for the charges were issued and a final demand made in January 2016. Having seen the details of the major works and having heard the evidence from the applicant the tribunal considered the works and the costs to be reasonable.

Transfer back to the County Court

20. There were some claims made in the court proceedings which we do not have jurisdiction to determine. We have therefore transferred the file back to the County Court so that these claims may be pursued if the applicant wishes to do so.

Application for costs

21. At the end of the hearing an application was made by the Applicant for costs under Rule 13 of the tribunal rules in respect of the costs of the applications/hearing. The Tribunal received on the day of the hearing a schedule of costs in form N260 totalling £7088 including Counsel's fees. The Tribunal was advised by the applicant that this form had been served upon the respondent.

22. The tribunal's powers to order a party to pay costs may only be exercised where a party has acted "unreasonably". Taking into account the guidance in that regard given by HH Judge Huskinson in *Halliard Property Company Limited v Belmont Hall & Elm Court RTM, City and Country Properties Limited v Brickman LRX/130/2007, LRA/85/2008*, (where he followed the definition of unreasonableness in *Ridehalgh v Horsefield* [1994] Ch 205 CA), the tribunal was satisfied that there had been unreasonable conduct so as to prompt a possible order for costs.
23. The tribunal was also mindful of a recent decision in the case of *Willow Court Management Company (1985) Limited v Mrs Ratna Alexander* [2016] UKUT 0290 (LC) which is a detailed survey and review of the question of costs in a case of this type. At paragraph 24 of the decision the Upper Tribunal could see no reason to depart from the views expressed in *Ridehalgh*. Therefore following the views expressed in this recent case at a first stage the tribunal needs to be satisfied that there has been unreasonableness. At a second stage it is essential for the tribunal to consider whether, in the light of the unreasonable conduct it has found to have been demonstrated, it ought to make an order for costs or not; it is only if it decides that it should make an order that a third stage is reached when the question is what the terms of that order should be.
24. In *Ridehalgh* it was said that "'Unreasonable" also means what it has been understood to mean in this context for at least half a century. The expression aptly describes conduct which is vexatious, designed to harass the other side rather than advance the resolution of the case, and it makes no difference that the conduct is the product of excessive zeal and not improper motive. But conduct cannot be described as unreasonable simply because it leads in the event to an unsuccessful result or because other more cautious legal representatives would have acted differently.
25. The acid test is whether the conduct permits of a reasonable explanation. If so, the course adopted may be regarded as optimistic and as reflecting on a practitioner's judgment, but it is not unreasonable. I do believe that the respondent has acted unreasonably. The tribunal was of the view that there is clear evidence of this bearing in mind that all directions issued by the tribunal were not complied with and the Order of the 10 March 2017 was also not complied with. The reasons for the order of 10 March made by Judge Powell are of consequence when considering if a costs order should be made. It seemed to the tribunal that had the respondent been reasonable in the conduct of his litigation, there would not have been the need for the order made by Judge Powell. The fact that it was issued highlights the unreasonableness of the respondent in regard to this claim. The tribunal was therefore satisfied that stage one of the process has been fulfilled in that it found there has been unreasonableness on the part of the applicant. As for the second and third stages as contemplated by the

Willow Decision it seemed to the tribunal that to comply with the rules there should be time allowed for the respondent to make representations bearing in mind that the tribunal is presently minded to make a costs order.

26. In the circumstances the tribunal will allow the tenant/respondent 21 days from the date of this decision to make and file his representations with regard to the costs claim made by the applicant. Thereafter the tribunal will consider and make a costs order once those representation have been received within the time limit and then subsequently considered by the tribunal.

Name: Judge Professor Robert
M. Abbey

Date: 24th April 2017

Statement of Costs (summary assessment)

in the
First-Tier Tribunal Property Chamber (Residential Property)

Judge/Master:

Case Title: Phoenix Community Housing (Bellingham and Downham) Limited v Alister Allan Coutts-Lovie

Case Reference: LON/00AZ/LSC/2016/0424

The⁽¹⁾ Claimant

Statement of Costs for the hearing on

06/04/2017

(interim application/fast track trial)

Description of fee earners*

(a) (name) (grade) (hourly rate claimed)

Harriet Marsh (A) (£130.00)

(b) (name) (grade) (hourly rate claimed)

Neil Brand (A) (£160.00)

(c) (name) (grade) (hourly rate claimed)

Simon Strelitz (A) (£150.00)

(d) (name) (grade) (hourly rate claimed)

Senga Howells (C) (£130.00)

(e) (name) (grade) (hourly rate claimed)

Cecilia Fletcher (D) (£90.00)

Attendances on Client

(a) (number)	3.0	hours at £	130.00	£	390.00
(c) (number)	0.2	hours at £	150.00	£	30.00

Attendances on Others

(a) (number)	7.2	hours at £	130.00	£	936.00
(b) (number)	0.1	hours at £	160.00	£	16.00
(d) (number)	0.5	hours at £	130.00	£	65.00
(e) (number)	0.2	hours at £	90.00	£	18.00

Drafting

(a) (number)	6.0	hours at £	130.00	£	780.00
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Letters Out

£ 0.00

Preparation, Consideration, Perusal

(a) (number)	5.5	hours at £	130.00	£	715.00
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Telephone calls

£ 0.00

Advocacy / Attendance at court

(c) (number)	3.8	hours at £	150.00	£	570.00
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Hours travel and waiting

(c) (number)	1.0	hours at £	150.00	£	150.00
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Sub Total £ 3,670.00

Brought forward £ 3,670.00

Counsel's fees (name) (year of call)

Ben Maltz (1998)

Fee for [advice / conference / documents] £ 0.00

Fee for hearing £ 1,620.00

Other expenses

Court fees £ 200.00

Others (give brief description)	Counsel Fees - Counsel Fees of Ben Maltz £450.00 - Reviewing Papers	£ 450.00
Total		£ 5,940.00
Amount of VAT Claimed		
on solicitors and counsel's fees		£ 1,058.00
on other expenses		£ 90.00
Grand Total		£ 7,088.00

The costs estimated above do not exceed the costs which the ⁽¹⁾
is liable to pay in respect of the work which this estimate covers.

Phoenix Community Housing Association (Bellingham and Downham) Limited

Dated 3.4.2017

Signed *J. Howells* Senga Howells (Solicitor)

Name of firm of solicitors: Clarke Willmott

*4 grades of fee earner are suggested:

- (A) Solicitors with over eight years post qualification experience including at least eight years litigation experience.
- (B) Solicitors and legal executives with over four years post qualification experience including at least four years litigation experience.
- (C) Other solicitors and legal executives and fee earners of equivalent experience.
- (D) Trainee solicitors, para legals and other fee earners.

"Legal Executive" means a Fellow of the Institute of Legal Executives. Those who are not Fellows of the Institute are not entitled to call themselves legal executives and in principle are therefore not entitled to the same hourly rate as a legal executive.

In respect of each fee earner communications should be treated as attendances and routine communications should be claimed at one tenth of the hourly rate.

(1) please state party.

Appendix of relevant legislation

Landlord and Tenant Act 1985 (as amended)

Section 18

- (1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent -
 - (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
 - (b) the whole or part of which varies or may vary according to the relevant costs.
- (2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.
- (3) For this purpose -
 - (a) "costs" includes overheads, and
 - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

- (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
 - (a) only to the extent that they are reasonably incurred, and
 - (b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;and the amount payable shall be limited accordingly.
- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 27A

- (1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to -
 - (a) the person by whom it is payable,
 - (b) the person to whom it is payable,
 - (c) the amount which is payable,

- (d) the date at or by which it is payable, and
 - (e) the manner in which it is payable.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
- (a) the person by whom it would be payable,
 - (b) the person to whom it would be payable,
 - (c) the amount which would be payable,
 - (d) the date at or by which it would be payable, and
 - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -
- (a) has been agreed or admitted by the tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
- (5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

Section 20C

- (1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.
- (2) The application shall be made—
- (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
 - (aa) in the case of proceedings before a residential property tribunal, to that tribunal;
 - (b) in the case of proceedings before a residential property tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any residential property tribunal;

- (c) in the case of proceedings before the Upper Tribunal, to the tribunal;
 - (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.
- (3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

Commonhold and Leasehold Reform Act 2002

Schedule 11

Administration charges

Part 1 Reasonableness of administration charges

Meaning of “administration charge”

1(1) In this Part of this Schedule “administration charge” means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—

- (a) for or in connection with the grant of approvals under his lease, or applications for such approvals,
- (b) for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,
- (c) in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or
- (d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.

(2) But an amount payable by the tenant of a dwelling the rent of which is registered under Part 4 of the Rent Act 1977 (c. 42) is not an administration charge, unless the amount registered is entered as a variable amount in pursuance of section 71(4) of that Act.

(3) In this Part of this Schedule “variable administration charge” means an administration charge payable by a tenant which is neither—

- (a) specified in his lease, nor
- (b) calculated in accordance with a formula specified in his lease.

(4) An order amending sub-paragraph (1) may be made by the appropriate national authority.

Reasonableness of administration charges

2 A variable administration charge is payable only to the extent that the amount of the charge is reasonable.

3(1) Any party to a lease of a dwelling may apply to a leasehold valuation tribunal for an order varying the lease in such manner as is specified in the application on the grounds that—

- (a) any administration charge specified in the lease is unreasonable, or
- (b) any formula specified in the lease in accordance with which any administration charge is calculated is unreasonable.

(2) If the grounds on which the application was made are established to the satisfaction of the tribunal, it may make an order varying the lease in such manner as is specified in the order.

(3) The variation specified in the order may be—

(a) the variation specified in the application, or

(b) such other variation as the tribunal thinks fit.

(4) The tribunal may, instead of making an order varying the lease in such manner as is specified in the order, make an order directing the parties to the lease to vary it in such manner as is so specified.

(5) The tribunal may by order direct that a memorandum of any variation of a lease effected by virtue of this paragraph be endorsed on such documents as are specified in the order.

(6) Any such variation of a lease shall be binding not only on the parties to the lease for the time being but also on other persons (including any predecessors in title), whether or not they were parties to the proceedings in which the order was made.

Notice in connection with demands for administration charges

4(1) A demand for the payment of an administration charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to administration charges.

(2) The appropriate national authority may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.

(3) A tenant may withhold payment of an administration charge which has been demanded from him if sub-paragraph (1) is not complied with in relation to the demand.

(4) Where a tenant withholds an administration charge under this paragraph, any provisions of the lease relating to non-payment or late payment of administration charges do not have effect in relation to the period for which he so withholds it.

Liability to pay administration charges

5(1) An application may be made to a leasehold valuation tribunal for a determination whether an administration charge is payable and, if it is, as to—

(a) the person by whom it is payable,

(b) the person to whom it is payable,

(c) the amount which is payable,

(d) the date at or by which it is payable, and

(e) the manner in which it is payable.

(2) Sub-paragraph (1) applies whether or not any payment has been made.

(3) The jurisdiction conferred on a leasehold valuation tribunal in respect of any matter by virtue of sub-paragraph (1) is in addition to any jurisdiction of a court in respect of the matter.

(4) No application under sub-paragraph (1) may be made in respect of a matter which—

(a) has been agreed or admitted by the tenant,

(b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,

(c) has been the subject of determination by a court, or

(d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

(6) An agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination—

(a) in a particular manner, or

(b) on particular evidence,

of any question which may be the subject matter of an application under subparagraph (1).

The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 S.I. 2013 No. 1169 (L. 8)

Overriding objective and parties' obligation to co-operate with the Tribunal

3.

(1) The overriding objective of these Rules is to enable the Tribunal to deal with cases fairly and justly.

(2)

Dealing with a case fairly and justly includes—

(a) dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal;

(b) avoiding unnecessary formality and seeking flexibility in the proceedings;

(c) ensuring, so far as practicable, that the parties are able to participate fully in the proceedings;

(d) using any special expertise of the Tribunal effectively; and

(e) avoiding delay, so far as compatible with proper consideration of the issues.

(3)

The Tribunal must seek to give effect to the overriding objective when it—

(a) exercises any power under these Rules; or

(b) interprets any rule or practice direction.

(4)

Parties must—

(a) help the Tribunal to further the overriding objective; and

(b) co-operate with the Tribunal generally.

Orders for costs, reimbursement of fees and interest on costs

13.

(1) The Tribunal may make an order in respect of costs only—

(a) under section 29(4) of the 2007 Act (wasted costs) and the costs incurred in applying for such costs;

(b) if a person has acted unreasonably in bringing, defending or conducting proceedings in—

(i) an agricultural land and drainage case,

(ii) a residential property case, or

(iii) a leasehold case; or

(c) in a land registration case.

(2)

The Tribunal may make an order requiring a party to reimburse to any other party the whole or part of the amount of any fee paid by the other party which has not been remitted by the Lord Chancellor.

(3)

The Tribunal may make an order under this rule on an application or on its own initiative.

(4)

A person making an application for an order for costs—

(a) must, unless the application is made orally at a hearing, send or deliver an application to the Tribunal and to the person against whom the order is sought to be made; and

(b) may send or deliver together with the application a schedule of the costs claimed in sufficient detail to allow summary assessment of such costs by the Tribunal.

(5)

An application for an order for costs may be made at any time during the proceedings but must be made within 28 days after the date on which the Tribunal sends—

(a) a decision notice recording the decision which finally disposes of all issues in the proceedings; or

(b) notice of consent to a withdrawal under rule 22 (withdrawal) which ends the proceedings.

(6)

The Tribunal may not make an order for costs against a person (the “paying person”) without first giving that person an opportunity to make representations.

(7)

The amount of costs to be paid under an order under this rule may be determined by—

(a) summary assessment by the Tribunal;

(b) agreement of a specified sum by the paying person and the person entitled to receive the costs (the “receiving person”);

(c) detailed assessment of the whole or a specified part of the costs (including the costs of the assessment) incurred by the receiving person by the Tribunal or, if it so directs, on an application to a county court; and such assessment is to be on the standard basis or, if specified in the costs order, on the indemnity basis.

(8)

The Civil Procedure Rules 1998(a), section 74 (interest on judgment debts, etc) of the County Courts Act 1984(b) and the County Court (Interest on Judgment Debts) Order 1991(c) shall apply, with necessary modifications, to a detailed assessment carried out under paragraph (7)(c) as if the proceedings in the Tribunal had been proceedings in a court to which the Civil Procedure Rules 1998 apply.

(9)

The Tribunal may order an amount to be paid on account before the costs or expenses are assessed.

ANNEX - RIGHTS OF APPEAL

1. 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.
2. 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.
3. 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.
4. 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.