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

Case Reference : CHI/00ML/OC9/2017/0043

Property : Ground Floor Flat, 32 Buckingham Street,
Brighton, East Sussex, BN1 3LT

Applicant : Investsave Limited

Representative : Dean Wilson LLP

Respondent : GHH Estate Limited

Representative : Blake Morgan LLP

Type of Application : Determination of costs payable, lease
extension

Tribunal Members : Judge N P Jutton

Date of Decision : 1 February 2018

DECISION

1 **Background**

2 On 5 September 2016, the Applicant served a Notice pursuant to section 42 of the Leasehold Reform, Housing & Urban Development Act 1993 (the 1993 Act) on the Respondent seeking a statutory lease extension of its lease of Ground Floor Flat, 32 Buckingham Street, Brighton, BN1 3LT. The Applicant proposed a premium of £17,817 and otherwise the terms of the new lease be the same as the Applicant's existing lease save for the statutory extended term of 90 years at a peppercorn rent.

3 The Tribunal does not have a copy of the Counter-Notice served by the Respondent before it, but it would appear that the parties agreed in the event to a premium for the granting of a new lease of £25,191.

4 Section 60 of the 1993 Act provides:

60 (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 accordance 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 sub-section (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.*

5 The Applicant is therefore liable for the Respondent's costs as provided for by section 60 subject to the test of reasonableness set out in sub-section 60(2). The parties are in disagreement as to the amount of the Respondent's legal costs which are payable by the Applicant pursuant to section 60.

- 6 It is not clear to the Tribunal when the matter completed but on 13 October 2017 the Applicant submitted this application to the Tribunal for a determination of the Respondent's reasonable costs payable by the Applicant. The Respondent's Statement of Case seeks costs inclusive of VAT of £4,075.20. The Applicant in its application to the Tribunal suggests that a figure of £1,440 inclusive of VAT would be appropriate.
- 7 Directions were made by the Tribunal on 20 October 2017. They provided that the application would be determined on paper without a hearing in accordance with Rule 31 of the Tribunal Procedure Rules 2013 unless a party objected in writing to the Tribunal within 28 days of receipt of those Directions. Neither party has objected and accordingly the Tribunal proceeds to determine this matter on paper without a hearing.
- 8 There is before the Tribunal a bundle of documents which has been prepared by the Applicant in accordance with the Directions. References to page numbers in this Decision are references to page numbers in that bundle.
- 9 At pages 33 and 34 of the bundle is the Respondent's explanation as to the costs that it seeks pursuant to section 60, which costs total £3,396 plus VAT. At pages 80-85 of the bundle is a Schedule which sets out by reference to time spent, the costs that the Respondent says were incurred. Endorsed on the Schedule are the Applicant's comments and the Respondent's replies thereto, and a column for completion by the Tribunal. That Schedule is attached to this Decision to include the Tribunal's determination and reasons therefor in the final column.
- 10 The Tribunal also has before it a letter from the Applicant's solicitors dated 20 December 2017 and a letter from the Respondent's solicitors dated 9 January 2018. The Applicant's solicitors make reference to the failure of the Respondent's solicitors to provide a copy of their terms and conditions of business with their client even on a redacted basis. The Applicant says that puts the Respondent in difficulty under section 50(2) of the 1993 Act (it is assumed that is a typographical error and the reference is meant to be to section 60(2)) and that as such, if there is any doubt 'over payability' it should be resolved in favour of the Applicant.
- 11 The Respondent's solicitors say in their letter to the Tribunal of 9 January 2018 that the terms and conditions of business with their client are confidential. They suggest that the Applicant seeks to rely upon the indemnity principle to infer that the Respondent has no liability to pay its own solicitors' costs and that as such, those costs are not recoverable from the Applicant. That the Respondent's solicitors say is untrue. They refer to the certification which appears at paragraph 5 of their explanation as to costs (page 33) to the effect that the costs claimed do not exceed the costs which the Respondent is required to pay to its solicitors. That they say is in the same form as required in the Civil Procedure Rules 1998 in respect of detailed assessment of costs and summary assessment of costs.

12 The Tribunal accepts the submissions of the Respondent's solicitors. There is a presumption that the Respondent is liable to pay its own costs. The Tribunal is entitled to and does rely upon the certificate given by the Respondent's solicitors that the costs which the Respondent claims do not exceed the costs which the Respondent is required to pay to its solicitors.

13 The Respondent in its Statement of Case sets out details of the fee earners that were involved in this matter. They are Louise Uphill, an Associate Solicitor of 8 years' post qualification experience whose hourly rate is initially £255 but subsequently increases in 2017 to £285. Amy Fullerton who is a Trainee Solicitor and whose hourly rate is £150. Stephen Thom who is an Associate Solicitor of 4 years' post qualification experience whose hourly rate is £255, and Caroline Wild who is described as a 'Legal Director' of 11 years' post qualification experience whose hourly rate is £305.

14 **The Tribunal's Decision**

15 Section 60 of the 1993 Act seeks to do two things. Firstly, given that the Act confers a right on the tenants of leasehold flats to compel their landlord to grant them a new lease, it provides as a matter of basic fairness that a tenant in exercising such rights should reimburse the costs that the landlord reasonably incurs as a consequence.

16 Secondly, it seeks to provide some protection for tenants against being required to pay more than is reasonable. Section 60 does not provide an opportunity for the landlord's advisers to charge excessive fees in the expectation that they can be recovered from the tenant.

17 The test of reasonableness under section 60(2) has been described as the 'reasonable expectation test'. What would a landlord reasonably expect to pay if he were paying the costs himself? Attached to this Decision is the Schedule of costs with the comments of the parties endorsed thereon and the Tribunal's determination thereof in the final column.

18 **Summary of the Tribunal's Decision**

19 The Tribunal determines that the costs payable by the Applicant pursuant to section 60 of the 1993 Act to the Respondent are £2,000.00 plus VAT a total of £2,400 inclusive of VAT.

Dated this 1st day of February 2018

Judge N P Jutton

Appeals

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

Post Date	Fee Earner	Activity Code	Units	Time Spent	Charge Out Rate	Value	Notes	Applicant's Comments	Respondent's Comments	For the Tribunal
21/07/2016	LU	TEL	3	18	255	76.5	Telephone calls with client	The Initial Notice is dated 5th September 2016. These items all predate the Notice and therefore cannot fall within Section 60(1).	s60 entitles the Respondent to recover costs for the work of the kind referred to in s60(1) as were incurred consequent on service of the initial notice. These items relate to work done following the Applicant intimating to the Respondent that a claim would be made and an Initial Notice served. The date of the Initial Notice is not determinative of whether the costs are recoverable under s60. The Respondent maintains that the item falls within s60 and is recoverable in full.	s60 of the 1993 Act provides that the costs that may be recovered are those incurred 'in pursuance of the Notice'. In the view of the Tribunal, the word 'pursuance' has a causative meaning, ie as a result of, or caused by, the Notice. Costs incurred prior to service of the Notice under s42 cannot be costs incurred as a result of the Notice. The Notice is dated 5 September 2016. The Tribunal agrees with the Applicant that the costs incurred before that date are not recoverable. The Tribunal disallows this item.
21/07/2016	LU	EMAI	3	18	255	76.5	Emails with client	The Initial Notice is dated 5th September 2016. These items all predate the Notice and therefore cannot fall within Section 60(1).	s60 entitles the Respondent to recover costs for the work of the kind referred to in s60(1) as were incurred consequent on service of the initial notice. These items relate to work done following the Applicant intimating to the Respondent that a claim would be made and an Initial Notice served. The date of the Initial Notice is not determinative of whether the costs are recoverable under s60. The Respondent maintains that the item falls within s60 and is recoverable in full.	For the reasons stated above, this item is disallowed.
25/07/2016	LU	LET	1	6	255	25.5	Drafting letter to tenant	The Initial Notice is dated 5th September 2016. These items all predate the Notice and therefore cannot fall within Section 60(1).	s60 entitles the Respondent to recover costs for the work of the kind referred to in s60(1) as were incurred consequent on service of the initial notice. These items relate to work done following the Applicant intimating to the Respondent that a claim would be made and an Initial Notice served. The date of the Initial Notice is not determinative of whether the costs are recoverable under s60. The Respondent maintains that the item falls within s60 and is recoverable in full.	For the reasons stated above, this item is disallowed.
25/07/2016	LU	EMAI	1	6	255	25.5	Email to surveyor requesting fee quote	The Initial Notice is dated 5th September 2016. These items all predate the Notice and therefore cannot fall within Section 60(1).	s60 entitles the Respondent to recover costs for the work of the kind referred to in s60(1) as were incurred consequent on service of the initial notice. These items relate to work done following the Applicant intimating to the Respondent that a claim would be made and an Initial Notice served. The date of the Initial Notice is not determinative of whether the costs are recoverable under s60. The Respondent maintains that the item falls within s60 and is recoverable in full.	For the reasons stated above, this item is disallowed.
01/08/2016	LU	EMAI	1	6	255	25.5	Email from client requesting update	The Initial Notice is dated 5th September 2016. These items all predate the Notice and therefore cannot fall within Section 60(1).	s60 entitles the Respondent to recover costs for the work of the kind referred to in s60(1) as were incurred consequent on service of the initial notice. These items relate to work done following the Applicant intimating to the Respondent that a claim would be made and an Initial Notice served. The date of the Initial Notice is not determinative of whether the costs are recoverable under s60. The Respondent maintains that the item falls within s60 and is recoverable in full.	For the reasons stated above, this item is disallowed.
01/08/2016	LU	EMAI	1	6	255	25.5	Email to client with copy of correspondence to tenant and valuer	The Initial Notice is dated 5th September 2016. These items all predate the Notice and therefore cannot fall within Section 60(1).	s60 entitles the Respondent to recover costs for the work of the kind referred to in s60(1) as were incurred consequent on service of the initial notice. These items relate to work done following the Applicant intimating to the Respondent that a claim would be made and an Initial Notice served. The date of the Initial Notice is not determinative of whether the costs are recoverable under s60. The Respondent maintains that the item falls within s60 and is recoverable in full.	For the reasons stated above, this item is disallowed.
15/09/2016	LU	EMAI	2	12	255	51	Email exchange with client		s60 entitles the Respondent to recover costs for the work of the kind referred to in s60(1) as were incurred consequent on service of the initial notice. These items relate to work done following the Applicant intimating to the Respondent that a claim would be made and an Initial Notice served. The date of the Initial Notice is not determinative of whether the costs are recoverable under s60. The Respondent maintains that the item falls within s60 and is recoverable in full.	The Notice in the papers before the Tribunal is dated 5 September 2016. However, it appears from the Respondent's Solicitors' Schedule of Costs, see next item, that as at this date the Notice had not been received by the Solicitors albeit it may have been received by the Respondent. The Respondent says that work was done following the Applicant intimating to the Respondent that a claim would be made and an Initial Notice served. It would appear to follow that this work was not carried out as a consequence of or pursuant to service of the Notice. As such, for the reasons stated above, these items are disallowed.
15/09/2016	LU	LET	1	6	255	25.5	Letter to Solicitors for new lease extension		s60 entitles the Respondent to recover costs for the work of the kind referred to in s60(1) as were incurred consequent on service of the initial notice. These items relate to work done following the Applicant intimating to the Respondent that a claim would be made and an Initial Notice served. The date of the Initial Notice is not determinative of whether the costs are recoverable under s60. The Respondent maintains that the item falls within s60 and is recoverable in full.	
16/09/2016	LU	REA	1	6	255	25.5	Email from client with section 42 notice		The time claimed for this item is reasonable and recoverable in full.	In the view of the Tribunal, this item is reasonable and is allowed.
16/09/2016	LU	EMAI	1	6	255	25.5	Email to client requesting hard copy s42 notice	This should be a single charge.	The time claimed for this item is reasonable and recoverable in full.	It is not clear to the Tribunal why having received the Notice by email from their client, the Respondent's Solicitors require a hard copy. This item is disallowed.
16/09/2016	LU	REA	1	6	255	25.5	Email from Tom Hobman with his fee	Receipt of emails/letters from third parties is charged by some solicitors but not all. The Directions require the filing of evidence that the amount being sought does not exceed the amount liable to pay lawyers by 10th November 2017. Terms and conditions of business have not been produced. The presumption here should therefore be in favour of the paying party that received emails should not be charged and this has not been proven. Such receipt of emails/letters in any event do not appear to fall within Section 60(1).	The terms and conditions of business are privileged and confidential. The certification given by the Respondent is sufficient for the court in detailed assessments (as required by CPR part 47 practice direction paragraph 5.21 and Precedent F of the Schedule of Costs Precedents annexed to that Practice Direction). Only if there is reasonable suspicion that the indemnity principle might not be complied with would the court require further evidence and this is not the case here. The costs of emails and letters received does not fall foul of the indemnity principle, were reasonably incurred and the Respondent maintains that the item is recoverable in full.	As the Applicant says some solicitors charge for emails/letters received and some don't. The Tribunal has addressed the indemnity principle issue in the body of its Decision. The Respondent's Solicitors have certified that the costs claimed do not exceed the costs which the Respondent is required to pay to its Solicitors. It follows that it is the Respondent's Solicitors' submission that under the terms of its retainer with the Respondent, there is a charge for letters and emails received, which the Tribunal accepts. As such, the Tribunal determines that provided such costs are reasonably incurred, applying the test in s60(2), and are costs which fall within s60(1), the costs charged for receipt of letters and emails are recoverable by the Respondent from the Applicant as part of the Respondent's costs. There is no evidence before the Tribunal to suggest that this cost was not so incurred and the Tribunal allows it in full.
19/09/2016	LU	DRA	2	12	255	51	Drafting Notice to Deduce Title		The time claimed for this item is reasonable and recoverable in full.	In the view of the Tribunal, 2 units of time for drafting a Notice to deduce title is reasonable and this item is recoverable in full.
19/09/2016	LU	LET	1	6	255	25.5	Letter to tenant with Notice to Deduce Title	A maximum of 2 units should be charged for these two items.	The time claimed for this item is reasonable and recoverable in full.	1 unit of time for writing a letter to the tenant with Notice to deduce title is in the view of the Tribunal reasonable and this item is allowed in full.

19/09/2016	LU	EMAI	1	6	255	25.5	Email to Valuer instructing report	Agreed.	This item is agreed.	
19/09/2016	LU	EMAI	1	6	255	25.5	Email to client to update and confirm valuer instructed	Agreed.	This item is agreed.	
19/09/2016	LU	REA	2	12	255	51	Reviewing Initial notice	See further entries below but a total of 24 minutes or 4 units is reasonable for reviewing the Initial Notice in its entirety.	The time claimed for this item is reasonable and recoverable in full. The Respondent claims 2 units of time for reviewing the Initial Notice, presumably a reference to the s42 Notice. Clearly the Respondent's Solicitor needs to spend time considering the Notice received to ensure that it is compliant with the provisions of the Act. In the view of the Tribunal, 2 units of time is reasonable and this item is allowed in full.	
23/09/2016	LU	REA	1	6	255	25.5	Letter from tenant with statutory deposit	Receipt of emails/letters from third parties is charged by some solicitors but not all. The Directions require the filing of evidence that the amount being sought does not exceed the amount liable to pay lawyers by 10th November 2017. Terms and conditions of business have not been produced. The presumption here should therefore be in favour of the paying party that received emails should not be charged and this has not been proven. Such receipt of emails/letters in any event do not appear to fall within Section 60(1).	The terms and conditions of business are privileged and confidential. The certification given by the Respondent is sufficient for the court in detailed assessments (as required by CPR part 47 practice direction paragraph 5.21 and Precedent F of the Schedule of Costs Precedents annexed to that Practice Direction). Only if there is reasonable suspicion that the indemnity principle might not be complied with would the court require further evidence and this is not the case here. The costs of emails and letters received does not fall foul of the indemnity principle, were reasonably incurred and the Respondent maintains that the item is recoverable in full.	Both parties make the same point as above. For the reasons stated by the Tribunal above, this item is allowed in full.
26/09/2016	LU	REA	1	6	255	25.5	Email from client	Receipt of emails/letters from third parties is charged by some solicitors but not all. The Directions require the filing of evidence that the amount being sought does not exceed the amount liable to pay lawyers by 10th November 2017. Terms and conditions of business have not been produced. The presumption here should therefore be in favour of the paying party that received emails should not be charged and this has not been proven. Such receipt of emails/letters in any event do not appear to fall within Section 60(1).	The terms and conditions of business are privileged and confidential. The certification given by the Respondent is sufficient for the court in detailed assessments (as required by CPR part 47 practice direction paragraph 5.21 and Precedent F of the Schedule of Costs Precedents annexed to that Practice Direction). Only if there is reasonable suspicion that the indemnity principle might not be complied with would the court require further evidence and this is not the case here. The costs of emails and letters received does not fall foul of the indemnity principle, were reasonably incurred and the Respondent maintains that the item is recoverable in full.	As above, this item is allowed in full.
04/10/2016	LU	TEL	1	6	255	25.5	Telephone from tenant's solicitor to pay deposit	This should be dealt with by a fee earner whose rate is £150 per hour or is a secretarial matter and not chargeable at all.	The item was properly charged as a fee earning item at the appropriate level of fee earner and hourly rate and/or the time incurred was also reasonable and the Respondent maintains it is recoverable in full.	In the view of the Tribunal, this is an administrative matter. It is a payment being made of a deposit. It is a matter which could be dealt with by the Respondent's Solicitors' administration staff as part of their overheads. This item is disallowed in full.
05/10/2016	LU	REA	1	6	255	25.5	Email from tenant's solicitor with deduction of title	Agreed.	This item is agreed.	
05/10/2016	LU	REA	1	6	255	25.5	Reviewing OCEs to ensure tenant qualifies	Agreed.	This item is agreed.	
05/10/2016	LU	EMAI	1	6	255	25.5	Email to tenant confirming receipt	This is an administrative matter or should be dealt with at a lower rate.	The item was properly charged as a fee earning item at the appropriate level of fee earner and hourly rate and/or the time incurred was also reasonable and the Respondent maintains it is recoverable in full.	This is a simple email confirming receipt of the deposit. The Tribunal agrees with the Applicant that this can be dealt with at a lower rate. No fewer than 4 fee earners worked on this matter on behalf of the Respondent. The Tribunal allows 1 unit at the most junior rate which is £15.
25/10/2016	LU	REA	1	6	255	25.5	Letter from Andrew Pridell with valuation report	Receipt of emails/letters from third parties is charged by some solicitors but not all. The Directions require the filing of evidence that the amount being sought does not exceed the amount liable to pay lawyers by 10th November 2017. Terms and conditions of business have not been produced. The presumption here should therefore be in favour of the paying party that received emails should not be charged and this has not been proven. Such receipt of emails/letters in any event do not appear to fall within Section 60(1).	The terms and conditions of business are privileged and confidential. The certification given by the Respondent is sufficient for the court in detailed assessments (as required by CPR part 47 practice direction paragraph 5.21 and Precedent F of the Schedule of Costs Precedents annexed to that Practice Direction). Only if there is reasonable suspicion that the indemnity principle might not be complied with would the court require further evidence and this is not the case here. The costs of emails and letters received does not fall foul of the indemnity principle, were reasonably incurred and the Respondent maintains that the item is recoverable in full.	The parties make the same submission as above and for the reasons stated by the Tribunal above, this item is allowed in full.
25/10/2016	LU	REA	2	12	255	51	Reading valuation report	Agreed.	This item is agreed.	
25/10/2016	LU	EMAI	1	6	255	25.5	Email to client reporting on valuation report and seeking instructions	Agreed.	This item is agreed.	
01/11/2016	LU	DRA	3	18	255	76.5	Drafting Counter Notice	Agreed.	This item is agreed.	
01/11/2016	LU	LET	1	6	255	25.5	Letter to tenant serving Counter Notice	Agreed.	This item is agreed.	
01/11/2016	LU	EMAI	1	6	255	25.5	Email to client to advise Counter Notice served	Agreed.	This item is agreed.	
10/05/2017	LU	REA	1	6	285	28.5	Email from surveyor to client with recommended settlement figure	This does not fall within Section 60(1) as it relates to negotiation.	Agreed.	The Respondent agrees that this item is not recoverable and is disallowed.
10/05/2017	LU	EMAI	1	6	285	28.5	Email to surveyor to ask him to let us know once the figure has been firmed up with the tenant's valuer	This does not fall within Section 60(1) as it relates to negotiation.	Agreed.	The Respondent agrees that this item is not recoverable and is disallowed.
10/05/2017	LU	REA	1	6	285	28.5	Email from client with instructions	This does not fall within Section 60(1) as it relates to negotiation.	Agreed.	The Respondent agrees that this item is not recoverable and is disallowed.
15/05/2017	LU	REA	1	6	285	28.5	Letter from tenant's solicitors	Receipt of emails/letters from third parties is charged by some solicitors but not all. The Directions require the filing of evidence that the amount being sought does not exceed the amount liable to pay lawyers by 10th November 2017. Terms and conditions of business have not been produced. The presumption here should therefore be in favour of the paying party that received emails should not be charged and this has not been proven. Such receipt of emails/letters in any event do not appear to fall within Section 60(1).	The terms and conditions of business are privileged and confidential. The certification given by the Respondent is sufficient for the court in detailed assessments (as required by CPR part 47 practice direction paragraph 5.21 and Precedent F of the Schedule of Costs Precedents annexed to that Practice Direction). Only if there is reasonable suspicion that the indemnity principle might not be complied with would the court require further evidence and this is not the case here. The costs of emails and letters received does not fall foul of the indemnity principle, were reasonably incurred and the Respondent maintains that the item is recoverable in full.	Again the parties make the same submissions as above and for the reasons stated above, this item is allowed.

16/05/2017	AF	DRA		9	54	150	135	Drafting leasing including lease including reviewing title	A total for drafting the Lease dealing with any amendments and finalising the same should be no more than, say, £300 allowing for the involvement of junior and senior fee earners. See the number of entries on 30th May and 1st June also below. 9 units is not reasonable for a first draft for a basic Lease.	The item was properly charged as a fee earning item at the appropriate level of fee earner and hourly rate and/or the time incurred was also reasonable and the Respondent maintains it is recoverable in full.	In the view of the Tribunal, 9 units of time for a trainee solicitor to draft a lease is reasonable and this item is allowed in full.
16/05/2017	LU	REA		1	6	285	28.5	Letter from tenant's solicitors	Receipt of emails/letters from third parties is charged by some solicitors but not all. The Directions require the filing of evidence that the amount being sought does not exceed the amount liable to pay lawyers by 10th November 2017. Terms and conditions of business have not been produced. The presumption here should therefore be in favour of the paying party that received emails should not be charged and this has not been proven. Such receipt of emails/letters in any event do not appear to fall within Section 60(1).	The terms and conditions of business are privileged and confidential. The certification given by the Respondent is sufficient for the court in detailed assessments (as required by CPR part 47 practice direction paragraph 5.21 and Precedent F of the Schedule of Costs Precedents annexed to that Practice Direction). Only if there is reasonable suspicion that the indemnity principle might not be complied with would the court require further evidence and this is not the case here. The costs of emails and letters received does not fall foul of the indemnity principle, were reasonably incurred and the Respondent maintains that the item is recoverable in full.	The same submissions are made by the parties again and for the reasons stated above, this item is allowed.
16/05/2017	LU	REA		1	6	285	28.5	Email from Tom Hobman	Receipt of emails/letters from third parties is charged by some solicitors but not all. The Directions require the filing of evidence that the amount being sought does not exceed the amount liable to pay lawyers by 10th November 2017. Terms and conditions of business have not been produced. The presumption here should therefore be in favour of the paying party that received emails should not be charged and this has not been proven. Such receipt of emails/letters in any event do not appear to fall within Section 60(1).	The terms and conditions of business are privileged and confidential. The certification given by the Respondent is sufficient for the court in detailed assessments (as required by CPR part 47 practice direction paragraph 5.21 and Precedent F of the Schedule of Costs Precedents annexed to that Practice Direction). Only if there is reasonable suspicion that the indemnity principle might not be complied with would the court require further evidence and this is not the case here. The costs of emails and letters received does not fall foul of the indemnity principle, were reasonably incurred and the Respondent maintains that the item is recoverable in full.	The same submissions are made again and for the reasons stated above, this item is allowed.
17/05/2017	LU	REA		1	6	285	28.5	Email from surveyor with invoice	Receipt of emails/letters from third parties is charged by some solicitors but not all. The Directions require the filing of evidence that the amount being sought does not exceed the amount liable to pay lawyers by 10th November 2017. Terms and conditions of business have not been produced. The presumption here should therefore be in favour of the paying party that received emails should not be charged and this has not been proven. Such receipt of emails/letters in any event do not appear to fall within Section 60(1).	The terms and conditions of business are privileged and confidential. The certification given by the Respondent is sufficient for the court in detailed assessments (as required by CPR part 47 practice direction paragraph 5.21 and Precedent F of the Schedule of Costs Precedents annexed to that Practice Direction). Only if there is reasonable suspicion that the indemnity principle might not be complied with would the court require further evidence and this is not the case here. The costs of emails and letters received does not fall foul of the indemnity principle, were reasonably incurred and the Respondent maintains that the item is recoverable in full.	The same submissions are made again and for the reasons stated above, this item is allowed.
18/05/2017	LU	REA		1	6	285	28.5	Email from tenant re premium being agreed and requesting draft lease	Receipt of emails/letters from third parties is charged by some solicitors but not all. The Directions require the filing of evidence that the amount being sought does not exceed the amount liable to pay lawyers by 10th November 2017. Terms and conditions of business have not been produced. The presumption here should therefore be in favour of the paying party that received emails should not be charged and this has not been proven. Such receipt of emails/letters in any event do not appear to fall within Section 60(1).	The terms and conditions of business are privileged and confidential. The certification given by the Respondent is sufficient for the court in detailed assessments (as required by CPR part 47 practice direction paragraph 5.21 and Precedent F of the Schedule of Costs Precedents annexed to that Practice Direction). Only if there is reasonable suspicion that the indemnity principle might not be complied with would the court require further evidence and this is not the case here. The costs of emails and letters received does not fall foul of the indemnity principle, were reasonably incurred and the Respondent maintains that the item is recoverable in full.	The same submissions are made again and for the reasons stated above, this item is allowed.
18/05/2017	AF	EMAI		1	6	150	15	Email to tenant's solicitors re agreement of premium/ draft lease	Agreed.		This item is agreed.
22/05/2017	AF	PRE		4	24	150	60	Re-reviewing lease re payments required under the lease	Not reasonable in light of 9 units spent on 16th May.	The item was properly charged as a fee earning item at the appropriate level of fee earner and hourly rate and/or the time incurred was also reasonable and the Respondent maintains it is recoverable in full.	The Applicant says this is not reasonable given the time already spent drafting the lease. The Tribunal agrees. The Tribunal does not have the benefit of a copy of the lease but it is no doubt in a fairly standard form and having spent 9 units of time drafting the lease, it is not reasonable in the view of the Tribunal for a Trainee Solicitor to spend another 4 units reviewing that draft. The best the Tribunal can do on the basis of the information before it is to allow half this item, £30.
24/05/2017	LU	REA		1	6	285	28.5	Email from tenant chasing for lease after 4 working days	Receipt of emails/letters from third parties is charged by some solicitors but not all. The Directions require the filing of evidence that the amount being sought does not exceed the amount liable to pay lawyers by 10th November 2017. Terms and conditions of business have not been produced. The presumption here should therefore be in favour of the paying party that received emails should not be charged and this has not been proven. Such receipt of emails/letters in any event do not appear to fall within Section 60(1).	The terms and conditions of business are privileged and confidential. The certification given by the Respondent is sufficient for the court in detailed assessments (as required by CPR part 47 practice direction paragraph 5.21 and Precedent F of the Schedule of Costs Precedents annexed to that Practice Direction). Only if there is reasonable suspicion that the indemnity principle might not be complied with would the court require further evidence and this is not the case here. The costs of emails and letters received does not fall foul of the indemnity principle, were reasonably incurred and the Respondent maintains that the item is recoverable in full.	The parties make the same submission as before and for the reasons stated before, this item is allowed.
30/05/2017	ST	REA		1	6	255	25.5	Reading draft lease		The time claimed for this item is reasonable and recoverable in full.	9 units of time are claimed by an Associate Solicitor to read the lease drafted by the Trainee Solicitor, review and amend. The Applicant says that is not reasonable given at this stage it had not even been sent to the Applicant's Solicitor. The Tribunal agrees with the Applicant. The next item is another unit of time claimed by the Trainee Solicitor for amending the draft lease no doubt following the review by the Solicitor. In the view of the Tribunal, the Respondent, if it were responsible for paying these costs, would not expect to pay for the time spent by its Solicitors in training its Trainee Solicitors. Altogether, the Respondent claims 9 units of time for a Trainee to draft the lease on 16 May and a further 4 units for the Trainee to review the lease on 22 May, another 9 units for a Solicitor to read the draft lease, review and amend on 30 May, and another unit of time for the Trainee to carry out amendments on 1 June. That is a total of 23 units, 2 hours 18 minutes, to draft what would be a fairly standard form of lease. That in the view of the Tribunal is patently unreasonable and the Tribunal reduces these two items and the next item taken together to 4 units at the rate of the Associate Solicitor, a total of £102.
30/05/2017	ST	REA		8	48	255	204	Reviewing and amending draft lease	9 units combined for reviewing and amending a draft Lease is not reasonable, particularly when it had not been sent to the other side at this stage and no amendments had been made. This is a fairly standard document. There also appears to be a duplicate charge of 1 unit for making those amendments which should then be an administrative matter.	The time claimed for this item is reasonable and recoverable in full.	
01/06/2017	AF	DRA		1	6	150	15	Amending draft lease	Duplicate.	Agreed.	
01/06/2017	AF	EMAI		1	6	150	15	Email to o/s with draft lease for review	Agreed.		This item is agreed.

06/10/2017	CA	REA		1	6	305	30.5	Reply from tenant's solicitors to confirm provision of undertakings on completion	No Terms and Conditions provided to show the increase in the fee levels. Lower grade fee earners were available to deal with completion matters and this should have been delegated.	The terms and conditions of business are privileged and confidential. The certification given by the Respondent is sufficient for the court in detailed assessments (as required by CPR part 47 practice direction paragraph 5.21 and Precedent F of the Schedule of Costs Precedents annexed to that Practice Direction). Only if there is reasonable suspicion that the Indemnity principle might not be complied with would the court require further evidence and this is not the case here. The costs of emails and letters received does not fall foul of the indemnity principle, were reasonably incurred and the Respondent maintains that the item is recoverable in full. The item was properly charged as a fee earning item at the appropriate level of fee earner and hourly rate and/or the time incurred was also reasonable and the Respondent maintains it is recoverable in full.	This item appears to have been dealt with by Caroline Wild, a Legal Director of 11 years' PQE; a senior fee earner. The Applicant says that no terms and conditions have been provided to show the increase in fee levels and this matter could have been done at a more junior level. The Respondent makes the same points as above and says that the item was properly charged at the appropriate level of fee earner. For the reasons stated above, the Tribunal accepts that this item does not fall foul of the indemnity principle. Given the certificate provided by the Respondent's Solicitors that the fees claimed do not exceed the amount which its client would be liable to pay, it follows that that includes fees charged by a more senior fee earner. In the main, the conduct of this matter appears to have rested with or under the supervision of an Associate Solicitor of 8 years' PQE, Louise Uphill. It may well have been the case that Louise Uphill was not available. However, in the view of the Tribunal, if the Respondent was personally liable for these costs, it would not in those circumstances expect to pay a higher hourly rate because the work was carried out by a more senior fee earner. As such, the Tribunal allows this item but at the rate of Louise Uphill in the sum of £28.50.
06/10/2017	CA	REA		1	6	305	30.5	Email from client to confirm no arrears	Receipt of emails/letters from third parties is charged by some solicitors but not all. The Directions require the filing of evidence that the amount being sought does not exceed the amount liable to pay lawyers by 10th November 2017. Terms and conditions of business have not been produced. The presumption here should therefore be in favour of the paying party that received emails should not be charged and this has not been proven. Such receipt of emails/letters in any event do not appear to fall within Section 60(1).	The terms and conditions of business are privileged and confidential. The certification given by the Respondent is sufficient for the court in detailed assessments (as required by CPR part 47 practice direction paragraph 5.21 and Precedent F of the Schedule of Costs Precedents annexed to that Practice Direction). Only if there is reasonable suspicion that the indemnity principle might not be complied with would the court require further evidence and this is not the case here. The costs of emails and letters received does not fall foul of the indemnity principle, were reasonably incurred and the Respondent maintains that the item is recoverable in full.	The parties make the same submissions as above and for the reasons stated above, the Tribunal allows this item but at the reduced rate of £28.50.
06/10/2017	CA	REA		1	6	305	30.5	Email from tenant's solicitors to confirm transmission of funds	Receipt of emails/letters from third parties is charged by some solicitors but not all. The Directions require the filing of evidence that the amount being sought does not exceed the amount liable to pay lawyers by 10th November 2017. Terms and conditions of business have not been produced. The presumption here should therefore be in favour of the paying party that received emails should not be charged and this has not been proven. Such receipt of emails/letters in any event do not appear to fall within Section 60(1).	The terms and conditions of business are privileged and confidential. The certification given by the Respondent is sufficient for the court in detailed assessments (as required by CPR part 47 practice direction paragraph 5.21 and Precedent F of the Schedule of Costs Precedents annexed to that Practice Direction). Only if there is reasonable suspicion that the indemnity principle might not be complied with would the court require further evidence and this is not the case here. The costs of emails and letters received does not fall foul of the indemnity principle, were reasonably incurred and the Respondent maintains that the item is recoverable in full.	The parties make the same submissions as above and for the reasons stated above, the Tribunal allows this item but at the reduced rate of £28.50.
06/10/2017	CA	EMAI		1	6	305	30.5	Reply to confirm timescale for completion & requirement for outstanding undertakings	Agreed.		This item is agreed.
10/10/2017	CA	REA		1	6	305	30.5	Email from tenant's solicitors re arrangements for completion	Receipt of emails/letters from third parties is charged by some solicitors but not all. The Directions require the filing of evidence that the amount being sought does not exceed the amount liable to pay lawyers by 10th November 2017. Terms and conditions of business have not been produced. The presumption here should therefore be in favour of the paying party that received emails should not be charged and this has not been proven. Such receipt of emails/letters in any event do not appear to fall within Section 60(1).	The terms and conditions of business are privileged and confidential. The certification given by the Respondent is sufficient for the court in detailed assessments (as required by CPR part 47 practice direction paragraph 5.21 and Precedent F of the Schedule of Costs Precedents annexed to that Practice Direction). Only if there is reasonable suspicion that the indemnity principle might not be complied with would the court require further evidence and this is not the case here. The costs of emails and letters received does not fall foul of the indemnity principle, were reasonably incurred and the Respondent maintains that the item is recoverable in full.	The parties make the same submissions as before and for the reasons stated above, the Tribunal allows this item in the sum of £28.50.
11/10/2017	ST	REA		1	6	255	25.5	Email from tenant's solicitors	Receipt of emails/letters from third parties is charged by some solicitors but not all. The Directions require the filing of evidence that the amount being sought does not exceed the amount liable to pay lawyers by 10th November 2017. Terms and conditions of business have not been produced. The presumption here should therefore be in favour of the paying party that received emails should not be charged and this has not been proven. Such receipt of emails/letters in any event do not appear to fall within Section 60(1).	The terms and conditions of business are privileged and confidential. The certification given by the Respondent is sufficient for the court in detailed assessments (as required by CPR part 47 practice direction paragraph 5.21 and Precedent F of the Schedule of Costs Precedents annexed to that Practice Direction). Only if there is reasonable suspicion that the indemnity principle might not be complied with would the court require further evidence and this is not the case here. The costs of emails and letters received does not fall foul of the indemnity principle, were reasonably incurred and the Respondent maintains that the item is recoverable in full.	The parties make the same submissions as before and for the reasons stated above, the Tribunal allows this item in full.
11/10/2017	ST	EMAI		4	24	255	102	Review file and prep email to other side re completion requirements	4 units appears to be excessive to deal with completion matters and a straight	The time claimed for this item is reasonable and recoverable in full.	The Applicant says that 4 units of time to review a file and to prepare an email is excessive. The Tribunal agrees. The Tribunal allows 2 units of time, £51.
11/10/2017	ST	REA		1	6	255	25.5	Email from tenant's solicitors re undertaking	Receipt of emails/letters from third parties is charged by some solicitors but not all. The Directions require the filing of evidence that the amount being sought does not exceed the amount liable to pay lawyers by 10th November 2017. Terms and conditions of business have not been produced. The presumption here should therefore be in favour of the paying party that received emails should not be charged and this has not been proven. Such receipt of emails/letters in any event do not appear to fall within Section 60(1).	The terms and conditions of business are privileged and confidential. The certification given by the Respondent is sufficient for the court in detailed assessments (as required by CPR part 47 practice direction paragraph 5.21 and Precedent F of the Schedule of Costs Precedents annexed to that Practice Direction). Only if there is reasonable suspicion that the indemnity principle might not be complied with would the court require further evidence and this is not the case here. The costs of emails and letters received does not fall foul of the indemnity principle, were reasonably incurred and the Respondent maintains that the item is recoverable in full.	The parties make the same submissions as above and for the reasons stated above, the Tribunal allows this item in full.
11/10/2017	ST	EMAI		1	6	255	25.5	Email to other side re undertaking	Agreed.		This item is agreed.

11/10/2017	ST	EMAI	2	12	255	51	Email from other side and email in response re completion	Receipt of emails/letters from third parties is charged by some solicitors but not all. The Directions require the filing of evidence that the amount being sought does not exceed the amount liable to pay lawyers by 10th November 2017. Terms and conditions of business have not been produced. The presumption here should therefore be in favour of the paying party that received emails should not be charged and this has not been proven. Such receipt of emails/letters in any event do not appear to fall within Section 60(1).	The terms and conditions of business are privileged and confidential. The certification given by the Respondent is sufficient for the court in detailed assessments (as required by CPR part 47 practice direction paragraph 5.21 and Precedent F of the Schedule of Costs Precedents annexed to that Practice Direction). Only if there is reasonable suspicion that the indemnity principle might not be complied with would the court require further evidence and this is not the case here. The costs of emails and letters received does not fall foul of the indemnity principle, were reasonably incurred and the Respondent maintains that the item is recoverable in full.	The parties make the same submissions as above and for the reasons stated above, this item is allowed.
11/10/2017	ST	EMAI	2	12	255	51	Email from and to other side re completion	Agreed.		This item is agreed.
12/10/2017	ST	EMAI	2	12	255	51	Email from and to other side	Agreed.		This item is agreed.
TOTAL COSTS CLAIMED (£)							3,398.00			