

2976



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

Case Reference: CHI/00ME /OLR/2014/0167

Property: 10, Church Views, Maidenhead,
Berkshire, SL6 7EH, and Garage.

Applicant: Catrina Clulow

Representative: Parrott & Coales LLP

First Respondent: Jonathan Dean Developments
Limited

Representative: Harold Benjamin

Second Respondent: Church Views Residents Association
Limited

Representative: Kempton Carr Croft

Type of application: Section 60 of the Leasehold Reform,
Housing and Urban Development Act
1993

Tribunal members: Mrs H Bowers BSc (Econ) MSc MRICS
Judge J Oxlade

Date of Determination: 10th February 2015

Date of Decision: 17th February 2015

DECISION

Costs of £1,091.10 (plus VAT) are determined as payable under section 60 of the Leasehold Reform, Housing and Urban Development Act 1993.

Respondent's solicitor is based on the outskirts of London and as such this range should apply. The Respondent is not required to use a solicitor at the same location as the subject property and is entitled to use a solicitor of their choice, within a reasonable discretion. Accordingly, the Tribunal determines that the appropriate hourly rate offered by the Respondent of £267 is reasonable. If this hourly rate is applied to the time taken in paragraph 17, the legal costs under section 60(1)(c) is £881.10

20. Accordingly, the Tribunal assesses as reasonable and payable statutory costs as follows: section 60(1)(a) costs of £210.00 plus section 60 (1)(c) costs of £881.10. Therefore the total legal fees are £1,091.10, plus VAT.

Name: Chairman - Helen Bowers **Date:** 17th February 2015

Appendix

Leasehold Reform, Housing and Urban Development Act 1993

S60.— Costs incurred in connection with new lease to be paid by tenant.

(1) Where a notice is given under section 42, then (subject to the provisions of this section) the tenant by whom it is given shall be liable, to the extent that they have been incurred by any relevant person in pursuance of the notice, for the reasonable costs of and incidental to any of the following matters, namely—

(a) any investigation reasonably undertaken of the tenant's right to a new lease;

(b) any valuation of the tenant's flat obtained for the purpose of fixing the premium or any other amount payable by virtue of Schedule 13 in connection with the grant of a new lease under section 56;

(c) the grant of a new lease under that section;

but this subsection shall not apply to any costs if on a sale made voluntarily a stipulation that they were to be borne by the purchaser would be void.

(2) For the purposes of subsection (1) any costs incurred by a relevant person in respect of professional services rendered by any person shall only be regarded as reasonable if and to the extent that costs in respect of such services might reasonably be expected to have been incurred by him if the circumstances had been such that he was personally liable for all such costs.

(3) Where by virtue of any provision of this Chapter the tenant's notice ceases to have effect, or is deemed to have been withdrawn, at any time, then (subject to subsection (4)) the tenant's liability under this section for costs incurred by any person shall be a liability for costs incurred by him down to that time.

(4) A tenant shall not be liable for any costs under this section if the tenant's notice ceases to have effect by virtue of section 47(1) or 55(2).

(5) A tenant shall not be liable under this section for any costs which a party to any proceedings under this Chapter before [the appropriate tribunal] incurs in connection with the proceedings.

(6) In this section "*relevant person*", in relation to a claim by a tenant under this Chapter, means the landlord for the purposes of this Chapter, any other landlord (as defined by section 40(4)) or any third party to the tenant's lease.