



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

**Case Reference** : **MAN/00CG/OC6/2015/0001**

**Property** : **3 Causeway Gardens  
Dore  
Sheffield  
S17 3EY**

**Applicant** : **Mrs E Derbyshire**

**Representative** : **Fowler Sandford, Surveyors**

**Respondent** : **Mrs A Kaur**

**Representative** : **N/A**

**Type of Application** : **Leasehold Reform Act 1967 – s 21(1)**

**Tribunal Members** : **Judge J Holbrook  
Judge L Bennett**

**Date and venue of  
Hearing** : **Determined without a hearing**

**Date of Decision** : **17 July 2015**

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**DECISION**

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## DECISION

**The amount of the costs payable by the Applicant under section 9(4) of the Leasehold Reform Act 1967 in respect of any valuation of the Property is nil.**

## REASONS

### Background

1. On 31 July 2012 a leasehold valuation tribunal determined that the price payable for the Property under section 9 of the Leasehold Reform Act 1967 (“the Act”) was £800 and, on 27 January 2014, this Tribunal determined the provisions which ought to be contained in the conveyance of the Property.
2. On 19 March 2015 an application was made under section 21(1)(ba) of the Act for a determination of the reasonable costs payable under section 9(4) of the Act in respect of any valuation of the Property.
3. The Applicant’s subsequent application for a costs order under rule 13 of the Tribunal’s procedural rules was withdrawn before the date of this decision.
4. By Directions issued on 16 April 2015 the Tribunal informed the parties that it intended to determine the application on the basis of a consideration of written evidence alone, without an oral hearing, unless it received notice that either party required a hearing to take place. No such notice was received. Accordingly, the Tribunal convened to determine the application in the absence of parties on the date of this decision. The Tribunal had the benefit of written representations and documentary evidence submitted by both parties.
5. The Tribunal did not inspect the Property.

### Law

6. By virtue of section 9(4) of the Act, the Applicant is liable to bear the Respondent’s reasonable costs (insofar as they are incurred in pursuance of the Applicant’s notice of her desire to acquire the freehold) incidental to the following matters:
  - a) any investigation by the Respondent of the right to acquire the freehold;
  - b) any conveyance of the Property;
  - c) deducing title to the Property; and
  - d) any valuation of the Property.
7. Nevertheless, section 9(4) does not require the Applicant to bear the Respondent’s costs in connection with an application to the Tribunal.

## **Argument and conclusions**

8. In response to the Tribunal's directions, the Respondent asserted that she was entitled to recover valuation fees of £600 (including VAT). She stated that she had instructed a property services firm called SK Properties to provide valuation advice in connection with the Applicant's enfranchisement claim. The Respondent also stated that SK Properties were retained by her for various property investment and management services and advice, and that the firm has extensive experience of investments and ground rent portfolios.
9. In support of her case, the Respondent provided a copy of what appears to be an invoice for the charges in question. The invoice is headed "S.K PROPERTIES" and bears an address in Coventry together with a VAT registration number. It refers to "Charges for providing a valuation report in accordance with the Leasehold Reform Act 1967" in respect of the Property.
10. On behalf of the Applicant, it is disputed that valuation fees have actually been incurred by the Respondent. It is asserted that:
  - The Applicant's representatives have been unable to obtain any details relating to SK Properties. No company by that name appears to be registered at Companies House or in the RICS Directory of Firms for 2011. The invoice does not state a telephone number.
  - There is uncertainty as to the date of the invoice: the original invoice was undated, although the copy provided to the Tribunal by the Respondent bears a hand-written date of 30 June 2012. However, an email sent by the Respondent's solicitors in September 2014 stated that the invoice was raised and paid in January 2012.
  - In her submissions to the LVT in July 2012 prior to the determination of the price for the Property, the Respondent had mentioned her desire to avoid incurring costs in taking advice and that (in her view) it would be necessary to agree the terms of the transfer prior to any valuation of the Property.
  - The Respondent did not ask the LVT to have regard to any valuation advice which she had obtained.
11. The burden of proof rests with the Respondent to show that she has incurred costs incidental to the matters referred to in paragraph 6. In the present case, the Respondent has failed to discharge that burden. We agree with the Applicant's view that the considerations itemized in paragraph 10 above call into question whether the valuation fees claimed were incurred by the Respondent. We are not satisfied that they were incurred and, in coming to this conclusion, we have taken particular note, not only of the fact that the Respondent provided no

valuation evidence to the LVT in the 2012 proceedings (nor did she make any comment on the Applicant's valuation evidence), but also that her written submissions to the LVT (a copy of which have been produced to us) strongly suggest that she had not sought valuation advice for the purpose of those proceedings.

12. It follows that the Respondent is not entitled to recover any costs in respect of any valuation of the Property.