

4671



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

**Case Reference** : LON/00AP/2017/0C9/2017/0205

**Property** : Gransden House, 115-119 Park Road, N8  
8JN

**Applicant** : Gransden House (Freehold) Limited

**Respondent** : Kedai Limited

**Type of Application** : Costs – s.33 Leasehold Reform, Housing  
and Urban Development Act 1993

**Tribunal** : Mr M Martyński (Tribunal Judge)  
Mr L Jarero BSc FRICS

**Date of Decision** : 25 May 2018

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**DECISION**

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## **DECISION SUMMARY**

1. The costs payable by the Applicant to the Respondent amount to £3820.80 as per the costs summary attached.

## **BACKGROUND**

2. This application arises out of the collective enfranchisement of Gransden House.
3. The Respondent filed a breakdown of its solicitor's costs (copy attached). The Applicant made detailed written submissions in respect of those costs and the Respondent made written submissions in response.
4. The matter was set down to be decided on the papers. Neither party requested a hearing and we have made our decision based on the documents referred to above.

## **Decision**

5. It would not be proportionate to comment in detail on the parties' extensive competing submissions but we set out the following general views to explain the various reductions that we have made to the Respondent's solicitor's costs as per the attached costs summary.
6. Costs on considering valuation report: We accept that a solicitor must, as a necessary part of the process, have regard to the valuation report, however, in this case, the amount of time spent on the valuation report cannot be justified inter-parties.
7. Counter-Notice: In our view the amount of time charged for in respect of the Counter-Notice cannot be justified inter-parties. The solicitor dealing with the matter spends a considerable amount of time on the notice and also involved Counsel. Whilst the Respondent is entitled to have such an extensive investigation into the matter, we do not consider that it is reasonable for the Applicant to have to pay for this.
8. Transfer: We note the admission regarding errors on the part of the Respondent's solicitor. We have reduced the time to reflect what would normally be considered as reasonable inter-parties.
9. Change of solicitor: We do not consider that the Applicant should bear any costs at all incurred as a result of a change of fee-earner and the duplication of work that this would have involved.
10. Incoming correspondence: Generally, solicitors are not entitled to charge, inter-parties, for incoming correspondence and we have made deductions to reflect that. However, we have made some allowance for the fact that issues raised in incoming correspondence may require consideration over and above the mere reading of that correspondence.

Mark Martynski, Deputy Regional Tribunal Judge  
25 May 2018

**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.

**Kedal Limited and Gransden House (Freehold) Limited  
In the matter of Gransden House 115-119 Park Road London N8 8JN**

**Schedule of the Freeholder's Legal Costs (payable by the participating tenants of  
Gransden House 115-119 Park Road London N8 8JN under Section 33(1) Leasehold  
Reform, Housing and Urban Development Act 1993 (as amended))**

The matter was dealt with by **Mike Wilson (MW) (Partner)** at an hourly rate of £200 to 30<sup>th</sup> April 2017 and then £250 from 1<sup>st</sup> May 2017 with assistance from **Sarah Osborne (SO) (Associate)** at an hourly rate of £240

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 100.00  
 100.00

Date	Work carried out	Time Spent
15 <sup>th</sup> February 2017	Reviewing Initial Notice received from client; liaising with them and taking their instructions	MW: 30 minutes
21 <sup>st</sup> February 2017	Email from client confirming appointment of valuer	MW: 6 minutes
7 <sup>th</sup> March 2017	Drafting s.20(1) Notice and accompanying letter to Tenant's valuer requesting evidence of eligibility to enfranchise	MW: 42 minutes
8 <sup>th</sup> March 2017	Reviewing title deeds; exchange of correspondence with client and valuer regarding valuation and in particular how to respond to Initial Notice with regard to roof space as not referred to in Initial Notice; making note of deadline to respond with Counter Notice	MW: 1 hour and 42 minutes
10 <sup>th</sup> March 2017	Email from tenant's valuer with contact details to access building	MW: 12 minutes
15 <sup>th</sup> March 2017	Exchange of email correspondence with client and valuer confirming that Initial Notice is valid claim and admissible; providing tenant's access details for valuer	MW: 12 minutes
5 <sup>th</sup> April 2017	Reviewing valuation; advising client further with regard to roof space lease	MW: <del>2 hours and 48 minutes</del>
7 <sup>th</sup> April 2017	Drafting Counter Notice and forwarding to client for their approval and later discussing the same	MW: <del>2 hours and 24 minutes</del>
10 <sup>th</sup> April 2017	Liaising with Counsel regarding airspace lease and how to deal with this in Counter Notice; liaising with client and seeking apportionments of value between building and appurtenant land; receiving apportionments from valuer	MW: <del>2 hours and 36 minutes</del>
11 <sup>th</sup> April 2017	Amending Counter Notice to include apportionments from valuer; reporting to client with Counter Notice and seeking instructions Counter Notice approved	MW: 1 hour and 24 minutes <i>Sarah</i>
12 <sup>th</sup> April 2017	Chasing client for confirmation Counter Notice approved; advising client on time limits regarding service of Counter Notice	MW: 18 minutes
13 <sup>th</sup> April 2017	Receiving instructions from client advising amended apportionments for Counter Notice; amending Counter Notice and returning to client for further approval; arranging for Counter Notice to be served; advising client Counter Notice now served	MW: <del>2 hours and 24 minutes</del>
12 <sup>th</sup> June 2017	Email exchange with client providing details of progress	MW: 24 minutes
14 <sup>th</sup> June 2017	Email exchange with client advising on when tenant will need to submit Tribunal application to preserve	MW: 24 minutes

*Handwritten total at bottom left:*  
 £1840.00

	their claim	

	12 September 2017	Perusing and considering Initial Notice and Counter Notice received from MW; reviewing freehold, leasehold titles and flat leases and lease of airspace; emailing valuer and client.	SO: <del>2 hours 30 minutes</del> NIL
48.00	22nd September 2017	Considering exchange of email correspondence with client and valuer regarding premium	SO: 12 minutes
72.00	27 <sup>th</sup> September 2017	Drafting Transfer of Part excluding airspace lease; sending to MW for comments; making further amendments to Transfer upon receipt of MW's comments	SO: <del>4 hour</del> 18 mins
	28 September 2017	Advising SO on amendments to be made to Transfer of Part	MW: <del>24 minutes</del> NIL
	28 <sup>th</sup> September 2017	Receiving email from tenants' valuer requesting draft Transfer to be forwarded to their legal representative	SO: <del>6 minutes</del> NIL
	29 <sup>th</sup> September 2017	Responding to tenants' valuer requesting details of tenants' solicitors and forwarding draft Transfer	SO: <del>6 minutes</del> NIL
	11 <sup>th</sup> October 2017	Receiving and considering exchange of correspondence with client and valuers regarding premium; corresponding with tenant's valuer and client seeking confirmation that premium agreed; advising client on terms of Transfer.	SO: <del>30 minutes</del> NIL
	12 <sup>th</sup> October 2017	Considering letter from Tolhurst Fisher (tenants' legal representative (TF)) advising that Transfer should be a Transfer of Whole subject to roof space lease.	SO: <del>42 minutes</del> NIL
	13 <sup>th</sup> October 2017	Discussing form of Transfer further with MW; re-drafting Transfer; letter to TF with revised Transfer for approval	SO: <del>30 minutes</del> NIL
24.00	18 <sup>th</sup> October 2017	Receiving letter from TF requesting amendments to Transfer moving company number of tenant Nominated Purchaser Company and changing execution clause of tenant Nominated Purchaser to Company to be signed by one director	SO: 6 minutes
72.00	23 <sup>rd</sup> October 2017	Incorporating amendments to Transfer and sending further Transfer to TF for approval	SO: 18 minutes
	2 <sup>nd</sup> November 2017	Receiving letter from TF requesting further amendment to Transfer namely reference to title number of airspace lease in clause 1 of panel 11	SO: <del>6 minutes</del> NIL
72.00	6 <sup>th</sup> November 2017	Making amendments to Transfer; letter to TF with revised Transfer and requesting that form of Transfer is approved	SO: 18 minutes
	7 <sup>th</sup> November 2017	Receiving email confirmation from valuer that premium is agreed.	SO: <del>6 minutes</del> NIL
72.00	7 <sup>th</sup> November 2017	Email to valuer acknowledging premium agreed; letter to TF confirming agreement of premium and requesting approval of draft Transfer	SO: 18 minutes
	13 <sup>th</sup> November 2017	Receiving letter from TF confirming premium agreed, requesting engrossment of Transfer and details of s.33 costs	SO: <del>6 minutes</del> NIL
24.00	14 <sup>th</sup> November 2017	Letter to TF with Transfer for signature and	SO: 6 minutes

384.00

		requesting terms of acquisition are now agreed	
48.00	16 <sup>th</sup> November 2017	Email to valuer requesting details of their costs; emailing Transfer to client for signature	SO: 12 minutes
24.00	20 <sup>th</sup> November 2017	Email from valuer with invoice in respect of their recoverable costs	SO: 6 minutes
24.00	21 <sup>st</sup> November 2017	Letter to TF with valuer's invoice; requesting completion date from TF	SO: 6 minutes
24.00	23 <sup>rd</sup> November 2017	Email to TF confirming we hold signed Transfer and requesting completion date	SO: 6 minutes
24.00	28 <sup>th</sup> November 2017	Letter from TF requesting details of our S. 33 costs	SO: 6 minutes.
48.00	12 <sup>th</sup> December 2017	Email from TF chasing details of our S.33 costs and requesting completion on 21 <sup>st</sup> December; emailing managing agents requesting details of outstanding arrears to be collected on completion	SO: 12 minutes
72.00	13 <sup>th</sup> December 2017	Liaising with MW regarding recoverable costs; receiving email from client's managing agents confirming they will be unable to complete by 21 <sup>st</sup> December as preparing year end figures and requesting completion for end of January; emailing TF requesting completion postponed until end of January.	SO: 18 minutes
120.00	2 <sup>nd</sup> February 2018	Drafting provisional completion statement including details of s.33 costs; letter to TF with provisional completion statement and requesting final completion date	SO: 30 minutes
—	12 <sup>th</sup> February 2018	Receiving letter from TF confirming s.33 legal costs to be unreasonable and requesting breakdown	SO: 6 minutes RLC
24.00	22 <sup>nd</sup> February 2018	Receiving and considering letter from TF requesting completion on 2 <sup>nd</sup> March subject to vendor's lien over costs; emailing managing agents requesting management handover statement made up to 2 <sup>nd</sup> March.	SO: 18 minutes 6
90.00	23 <sup>rd</sup> February 2018	Receiving email from managing agents confirming they will prepare final statement and requesting if buildings insurance is to be transferred; letter to TF asking if buildings insurance to be assigned, not agreeing to vendor's lien as tenants had already agreed to client's valuer's costs (as confirmed by the Tribunal in their letter of 12 <sup>th</sup> December).	SO: 24 minutes
90.00	27 <sup>th</sup> and 28 <sup>th</sup> February 2018	Email exchange with TF and managing agents; TF advising tenants will take out their own insurance on completion; confirming they are now holding funds ready to complete subject to vendor's lien over costs; requesting completion statement made up to 28 <sup>th</sup> February; email to managing agents asking for figures to be made up to 28 <sup>th</sup> February; managing agents advising unable to produce final statement until 2 <sup>nd</sup> March at the earliest; advising TF	SO: 24 minutes
72.00	1 <sup>st</sup> March 2018	Receiving handover statement of account from managing agents; further amending completion statement to include apportionments of ground rent and service charges from managing agents; letter to TF with completion statement made up to 2 <sup>nd</sup> March including details of s.33 legal costs;	SO: 18 minutes
672.00			

2 <sup>nd</sup> March 2018	Receiving letter from TF confirming they are sending over funds less s.33 costs; responding to TF's letter confirming that vendor's lien not agreed.	SO: <del>24</del> minutes <b>18</b>
5 <sup>th</sup> March 2018	Email to TF to confirm return completion funds as not received balance of funds in respect of s.33 costs; arranging to return funds	SO: 12 minutes
6 <sup>th</sup> March 2018	Letter from TF regarding completion; confirming vesting order application has been made, querying handover statement from managing agents as to refund to tenants due to cancellation of buildings insurance and retention of £750 held by managing agents referred to in their statement.	SO: 12 minutes
8 <sup>th</sup> March 2018	Advising client and managing agents regarding completion; forwarding questions raised in TF's letter of 6 <sup>th</sup> March	SO: 12 minutes
13 <sup>th</sup> March 2018	Email exchange with managing agents; advising on progress regarding completion; asking managing agents to respond to previous mail of 8 <sup>th</sup> March; managing agents advising they are awaiting response from their insurers regarding buildings insurance refund to tenant and dealing with response to retention.	SO: 18 minutes

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636.80 **VAT**  
Summary  
3820.80

MW	15 hours and 18 minutes @ £200 per hour = £3060.00 1 hour 12 minutes @ £250 per hour = £300.00	£3,360.00
SO	11 hours and 24 minutes @ £240 per hour	£2,736.00
	Sub-total	£6,096.00
	Plus VAT @ 20%	£1,219.20
	<b>Total</b>	<b>£7,315.20</b>

Chinegadoo, Ruvini

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**From:** Martynski, DeputyRegTribunalJudge  
<DeputyRegTribunalJudge.Martynski@ejudiciary.net>  
**Sent:** 05 June 2018 12:24  
**To:** Chinegadoo, Ruvini  
**Subject:** Gransden House

Ruvini, this is the decision with a document attached to it. You asked me to speak to Kevin or Phil about uploading the document. I've spoken to them and they do not know anything about this - can you have a word with your line manager to see what we do next?

Mark

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This email has been scanned by the Symantec Email Security.cloud service.  
For more information please visit <http://www.symanteccloud.com>

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Attachment needs to be uploaded  
according to Ruvini,  
- need to speak to Kevin on  
my return.