



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

**Case Reference** : **BIR/00CN/0C9/2020/0011**

**Property** : **23 Edencroft, Wheellys Road, Edgbaston,  
Birmingham, B15 2LW**

**Applicants** : **Mr M A Liberson and Mrs C J S Liberson**

**Representative** : **Cottons Chartered Surveyors**

**First Respondent** : **WEL (NO 1) Limited**

**Representative** : **Stevensons Solicitors**

**Second Respondent** : **Edencroft Residents Limited**

**Representative** : **David Coleman & Company**

**Type of Application** : **Application under Section 91(2)(d) of the  
Leasehold Reform, Housing and Urban  
Development Act 1993**

**Tribunal Members** : **Judge M K Gandham  
Mr N Wint BS (Hons) FRICS ACI Arb**

**Date of Hearing** : **Paper Determination**

**Date of Decision** : **18 October 2021**

---

**DECISION**

---

## Decision

1. The Tribunal determines that the reasonable legal costs of the First Respondent in dealing with the matters in section 60 of the Leasehold Reform Act 1967 are **£1,484** (plus VAT if applicable) plus disbursements of **£36** (Land Registry fees and postage) and the reasonable valuation fees are **£700** (plus VAT if applicable).
2. The Tribunal determines that the reasonable legal costs of the Second Respondent in dealing with the matters in section 60 of the Leasehold Reform Act 1967 are **£700** (plus VAT if applicable) and the reasonable valuation fees are **£550** (plus VAT if applicable), as agreed between the parties.

## Reasons for Decision

### Introduction

3. On 20 December 2020, the Tribunal received an application from Martyn Adrian Liberson and Caroline Judith Sturrock Liberson ('the Applicants') under section 91(2)(d) of the Leasehold Reform, Housing and Urban Development Act 1993 ('the Act') for a determination of the landlord's costs payable by the Applicants in respect of a new lease of the property known as 23 Edencroft, Wheelleys Road, Edgbaston, Birmingham, B15 2LW ('the Property').
4. Although the application was originally stayed, Cottons Chartered Surveyors ('the Applicants' Representative') informed the Tribunal that costs had not been agreed and the Tribunal issued new directions on 15 June 2021. No party requested an oral hearing pursuant to those directions.
5. Submissions were received from the Applicants and from Stevenson's Solicitors on behalf of WEL (NO 1) Limited ('the First Respondent') in relation to the First Respondent's costs. The submissions included, as exhibit GNS.D of the First Respondent's Response, a schedule of legal costs ('the Costs Schedule'). The Costs Schedule detailed the work undertaken/to be undertaken by Stevensons solicitors ('Stevensons'), together with the Applicants' comments in relation to each item of work and the First Respondent's response to those comments. Exhibit GNS.D is attached to this decision at Appendix 1.
6. On 14 September 2021, the Applicants' Representative and David Coleman & Company (representing the intermediate landlord, Edencroft Residents Limited ('the Second Respondent')) both confirmed to the Tribunal that the Second Respondent's costs had been agreed between the parties at £700 plus VAT for legal costs and £550 plus VAT for the valuation fee.

## The Law

7. The relevant law is set out below:

***Leasehold Reform, Housing and Urban Development Act 1993  
Section 60, 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.*

### **Applicants' Submissions**

8. The Tribunal received a Statement, dated 3 August 2021, from the Applicants, enclosing submissions and detailing the time units they considered reasonable in relation to each of the items of cost referred to in the First Respondent's statement.
9. The Applicants did not dispute the liability to pay costs but submitted that the 118-page statement of case and costs claimed by the First Respondent were disproportionate to the value of the claim.
10. In relation to the person with conduct of the matter and the resulting charge out rate, the Applicants stated that the parties had previously been engaged in a lease extension application in 2017, to the point where the new lease was ready to complete. As such, the Applicants contended that a review of First Respondent's previous file was all that was required and that the matter was a routine transaction. They contended that it did not require conduct by a partner and that a competent legal manager or CILEX could have dealt with the matter under the supervision of a partner.
11. The Applicants also submitted that there was a lack of transparency into who was actually carrying out the work, as correspondence from Stevensons showed that Mr Stevenson was not the only fee earner working on the file. The Applicants contended that the firm's licenced conveyancer, Andrea Haynes, had also worked on the file, as her reference ('ALH') was detailed in correspondence. Accordingly, the Applicants submitted that it was incorrect for Stevensons to charge for all work at the partner's hourly rate of £265 per hour if the work had not all been completed by a partner.
12. In addition, the Applicants submitted that even if Mr Stevenson had carried out all of the work, some of the routine work should have been delegated to less senior members of staff.
13. In relation to the time spent on the matter, the Applicants submitted that, as Mr Stevenson claimed to be an industry expert in the field of lease extensions, some of the time spent was excessive and that some of the works detailed in the schedule were duplicated.
14. The Applicants submitted that the First Respondent had also acted unreasonably by charging the Applicants twice to investigate their right to a new lease and in the preparation of near identical leases in 2017 and in this new transaction. The Applicants stated that the lease did not need to be drafted a second time, as the draft lease produced was exactly the same draft that had been produced on the previous transaction and, thus, was likely on Stevensons' electronic files.

15. In relation to the valuation fee, the Applicants submitted that valuation fee was high and that the valuation did not include a site visit, merely a desktop review of comparisons. They stated that their surveyor, who had more years post qualification experience than the First Respondent's surveyor, charged between £585 to £625 plus VAT. The Applicants submitted that they should not be required to incur greater cost than the cost for a competent surveyor in the locality of the Property who had first-hand knowledge of the market.
16. Finally, the Applicants submitted that the Tribunal should take note of the First Respondent's failure to engage in trying to settle the matter. The Applicants stated that they had made a very fair and reasonable 'open' offer but that the First Respondent chose neither to respond or engage with that offer, which was unreasonable of them as it could have narrowed down the issues in dispute and avoided the need for the involvement of the tribunal.
17. Having made comments in relation to each of the items charged by Stevensons and detailing the units they considered reasonable for time spent on each item (see Appendix 1), the Applicants submitted that the First Respondent's reasonable legal costs should be £1,014.60 plus VAT and the valuer's reasonable fees should be £585 plus VAT.

### **First Respondent's Submissions**

18. The Tribunal received a statement of case, dated 5 July 2021, and schedule of costs from the First Respondent. The First Respondent detailed the work and costs carried out in relation to the matter thus far and gave cost estimates in relation to work yet to be carried out. The statement confirmed that the First Respondent was not registered for VAT and submitted that any VAT payable on the costs was, therefore, recoverable from the Applicants.
19. The Tribunal received a further statement of case from the First Respondent in response to the Applicants' statement, on 10 August 2021. The Costs Schedule (detailing the Applicants' comments and the First Respondent's response to each) was exhibited to this further statement.
20. The First Respondent confirmed that Mr Glenn Nigel Stevenson, the principal of Stevensons, had conducted the matter. The First Respondent confirmed that Mr Stevenson had qualified as a solicitor in 1983, that he specialised in the area of enfranchisement and that he had completed approximately 5,500 matters since 1985. It also confirmed that Mr Stevenson had always acted for the First Respondent and that his charge out rate was £265 plus VAT per hour.
21. In relation to the reasonableness of the instruction of Mr Stevenson, the First Respondent referred to the decision of the Upper Tribunal in *Sinclair Gardens Investments (Kensington) Limited v Paul Kenneth Charles Wisbey and Lesley Barbara Mary Wisbey* [2016] UKUT 0203 (LC)

(*Wisbey*), in which the Upper Tribunal considered that it was reasonable for a landlord to instruct a solicitor experienced in this specialised area of law. The First Respondent also referred to Upper Tribunal decision in *Arora Re: Maud Road* [2013] UKUT 0362 (LC) (*Maud*), where, at paragraph 24, the First Respondent stated the Upper Tribunal made the following comment:

*“It is not unreasonable to entrust an entirely straight forward matter to a senior solicitor who is not only overqualified to act”.*

22. The First Respondent noted that the Upper Tribunal in *Wisbey* considered that a charge out rate of £250 (for work carried out in 2014) was reasonable and that similar charge out rates were also considered reasonable in *Metropolitan Property Realizations Limited v John Keith Moss* [2013] UKUT 0415 (LC) and in *Maud*.
23. The First Respondent stated that Mr Stevenson had carried out all of the work and that this had been clearly stated in their statement of case. As such, they disagreed that there had been a lack of transparency and stated that any reference to ALH on the letters were so that any telephone calls were directed to Ms Haynes.
24. In relation to the time spent on the matter, the First Respondent referred to the fact that, in *Maud*, the Upper Tribunal had considered that a figure of £1,250 for 5 hours’ work was reasonable for a straightforward claim. The First Respondent stated that, since then, many cases had seen much higher costs being allowed.
25. The First Respondent submitted that solicitors would need to scrutinise every document with the utmost fair care to ensure that there were no unusual features and that this could only be done with a full investigation of the title. The First Respondent referred to the complexity of the lease in this case and the fact that there was, in addition, an intermediate lease.
26. In relation to the Applicants’ submission – that they were having to pay twice for costs incurred previously – the First Respondent stated that no work on the previous case had been taken into account and that the matter needed to be conducted afresh. The First Respondent stated that the draft produced over four years ago was, by definition, not a complete document and that there was the potential that it contained errors and that the previous draft may now have been inappropriate due to potential changes in the intervening period.
27. In addition, the First Respondent submitted that section 60 provided a ceiling as to costs and that the sole test was whether a landlord would be prepared to pay for those costs if it bore the burden of paying them itself. As such, the First Respondent submitted that an assertion by the paying party or the tribunal that only a specific amount of time and pounds was reasonable was the wrong test. The First Respondent also stated that proportionality to the premium was not necessary relevant in a matter

similar to a compulsory purchase, where the landlord had no alternative but to incur costs.

28. In relation to the costs of the valuation, the First Respondent submitted a letter from Bureau Property Consultants dated 8 August 2021. Mr Evans, on behalf of Bureau Property Consultants, confirmed that he had considerable experience in leasehold reform work, having worked approximately 40 years in the field, and that he had worked on similar matters in Birmingham and beyond.
29. He stated that the matter had not been straightforward and required a full consideration of the intermediate interest, as well as the freehold interest and consideration of the apportionment of any marriage value. He confirmed that their fee of £700 plus VAT was on the low to middle scale in matters where there was an intermediate interest.
30. Finally, regarding the First Respondent's failure to engage with the Appellants on costs, the First Respondent referred to the Applicants having given an 'offer to settle' with only three days given to consider the same. The First Respondent submitted that the Applicants could have requested a statement of costs from them, but that this should not have been done until the terms of the lease and premium had been finally determined. The First Respondent inferred that the Applicants' application was premature, and submitted that it was perverse for the Applicants to allege that the First Respondent was responsible for the application having been made.
31. The First Respondent submitted that their legal costs of £1,855 plus VAT and disbursements were payable, as was the £700 plus VAT for the costs of the valuation.

### **The Tribunal's Deliberations**

32. The Tribunal considered all of the written evidence submitted by the parties and briefly summarised above. The Tribunal is not bound by previous decisions of this tribunal, nor does the Tribunal consider that the failure of the First Respondent to settle costs in this matter to be something that should be taken into consideration when determining the reasonableness of their costs under section 60.

### ***Legal costs***

33. In relation to legal costs under section 60 generally, the Tribunal accepted the First Respondent's submission that section 60 provided a ceiling as to costs, as its purpose was to remove costs that were unreasonable. That being said, the Tribunal did not accept that the sole test as to whether such costs were payable was whether the landlord was prepared to pay for those costs. This was an argument submitted in *Wisbey* and rejected by the Upper Tribunal, where at paragraph 31, HHJ Huskinson stated that:

*“... there is a burden upon the landlord who is claiming costs for professional services (which therefore fall within section 60(2)) to prove that the costs are (and the extent to which the costs are) reasonable. This follows from the provision that costs “shall only be regarded as reasonable” if and to the extent provided for by the following words.”*

As such, the mere statement that a landlord is willing to pay for costs does not automatically make such costs reasonable.

34. In addition, in *Wisbey*, the Upper Tribunal accepted the First-tier Tribunal’s finding – that if the landlord had been personally liable for the costs, the landlord in that matter would have negotiated a quantum discount or fixed fee. The Upper Tribunal also considered that the premium might have been a relevant factor in such negotiations with HHJ Huskinson stating at paragraph 36:

*“Taking into account all the circumstances, including the amount of the full solicitor’s costs claimed when compared with the amount of the premium in the present case, I conclude that what might reasonably be expected in the circumstances under consideration is that the appellant would have obtained a 20% discount such that it was required to pay no more than 80% of the costs which would be applicable if the transaction had been a one-off transaction rather than one of potentially many similar transactions.”*

35. In this matter there appears to have been no fixed fee agreed for the transaction, despite Stevensons having been the First Respondent’s solicitor for a number of years and Stevensons specialising in these type of transactions.
36. As a schedule of costs had been submitted based on the units of time spent on an hourly rate for various items of work, the Tribunal considers that it is judicious for it to determine the reasonable costs under section 60 with reference to that schedule, by considering the items of work carried out, the reasonableness of the hourly rate charged and the time spent.
37. Accordingly, the Tribunal has made its determination by firstly considering which services would be recoverable under section 60 of the Act, secondly by considering the reasonable hourly charge for the work carried out and finally by considering the time that should reasonably have been spent in dealing with the items of work detailed. The Tribunal noted that the disbursements (Land Registry fees of £12 and postage of £24) were not disputed.

### ***Items recoverable under Section 60***

38. The only item which the Applicants disputed as being irrecoverable within their comments in the Costs Schedule related to the consideration of the valuation, which they stated was not required.



39. Section 60 of the Act is quite clear in its wording. It confirms that items that are payable are “*reasonable costs of or incidental to*” any of the matters referred to in parts (a) to (c) of that subsection. In relation to dealings with the valuer, the Tribunal is, again, aided by the Upper Tribunal decision in *Wisbey*, where at paragraph 25 HHJ Huskinson stated:

*“...If a solicitor instructs a valuer to produce a valuation and then considers the valuation once it is provided, then the solicitor’s costs are “incidental to” the valuation. If they are incidental to the valuation then they are properly recoverable providing they are reasonable having regard in particular to section 60(2).”*

40. According, the Tribunal accepts that considering the valuation report is a matter which is considered to be incidental to the valuation and chargeable.

### ***Chargeable rate***

41. The Tribunal considered in detail the submissions by both parties as to the solicitor in charge of the matter and the charge out rate.

42. The Tribunal noted that the First Respondent had referred to paragraph 24 of *Maud*, however, the quote as detailed in the First Respondent’s statement was incorrect. In paragraph 24 of *Maud*, Martin Rodger QC, Deputy President, stated:

*“Although, as the LVT pointed out, this case was not particularly complicated, the appellant’s decision to entrust it to Mr Arora was not an unreasonable one nor was it suggested that he was over-qualified to undertake the work.”*

43. In this matter, the Applicants had suggested that the work should not have been carried out by Mr Stevenson, or by Mr Stevenson alone, and that it could have been carried out by less experienced fee-earners. The Applicants also stated that some work had been carried out by Ms Haynes.

44. The Tribunal would not normally regard the work involved in these cases as requiring a partner or Grade A fee earner, however, the Tribunal notes that Mr Stevenson appeared to be the First Respondent’s usual solicitor. Having considered Mr Stevenson’s specialism and experience in this type of work, and the decision of the Upper Tribunal in *Wisbey*, the Tribunal accepts that it was reasonable for Mr Stevenson to have been instructed. In addition, the Tribunal accepts, as per Mr Stevenson’s signed witness statement, that all of the work was carried out by him alone.

45. In relation to the hourly charge out rate, the Senior Courts Costs Office ‘Guide to Summary Assessment of Costs’ sets out the hourly rates used by courts for assessing costs. Those tables help provide some guidance to Tribunals. The Tribunal noted Stevensons was based in Norfolk. The

hourly rates for a Grade A solicitors based in National Grade 3 under the 2010 Guide was £201 per hour, however, those rates were recently reviewed and a new Guide was issued this year for use from 1 October 2021. Under the new Guide, the guideline hourly rates were increased to £255 per hour for solicitors based in National 2. The Tribunal also noted that the Applicants had not contended that Mr Stevenson's hourly rate was unreasonable.

46. Taking into account all of the above, the Tribunal considers that the hourly rate used by Mr Stevenson, being £265 per hour, was reasonable.

***Time taken***

47. The Tribunal notes that Mr Stevenson was the solicitor of choice for the First Respondent and that he specialised in this area of work. In such conveyancing matters the Tribunal would normally have expected solicitors to charge a fixed fee to their clients, rather than costs based on the time taken.
48. As Mr Stevenson was an experienced solicitor in such work and carried out the whole of the work in the transaction, the Tribunal considered that it would, generally, follow that the time he spent on the matter would have been less than if a more junior and inexperienced fee-earner had carried out the work.
49. Having considered the Costs Schedule, the Tribunal considered that the time spent in relation to many of the items detailed was reasonable. The Tribunal did not, however, consider that a solicitor of Mr Stevenson's experience would have required 48 minutes to check that the lease was a long lease, check that the tenants were qualifying tenants and to issue a standard letter requiring deduction of title and the deposit (items A2 and A3 in the Costs Schedule). The Tribunal considered that this should not have taken more than 30 minutes for a solicitor of Mr Stevenson's standing.
50. In addition, the Tribunal did not consider that it would take 96 minutes for Mr Stevenson to have checked the validity of the tenant's notice, considered the terms of the lease and drafted the counter notice (items A4, A5 and B1). Based on Mr Stevenson's experience, the Tribunal considered that an hour would have been a reasonable amount of time to have spent on these matters.
51. In relation to checking the file and reporting to the client (item A4), Stevensons claimed 4 units of time, however, in the First Respondent's comments, this included contacting Royal Mail to check service of the counter notice. The Tribunal considered this to be an administrative matter that could have been completed by a non-fee earner. As such the Tribunal considered that only 2 units was reasonable in respect of this item.

52. Finally, in respect of drafting the new lease, the Tribunal noted both parties' comments in relation to the previous transaction. Although the Tribunal accepted that the previous draft, drawn up some four years prior, would have required revisiting and possibly updating, the Tribunal did note that the new draft was referred to by the Applicants as being identical to the previous draft. This was not denied by the First Respondent. Accordingly, although the Tribunal accepted that any previous draft would have needed to have been re-considered in detail to check for any errors or updates, the Tribunal considered that this should not have taken longer than an hour.

### ***Determination***

53. Taking the above into account, the Tribunal considers that the time spent in dealing with both the Notice of Claim and Grant of the Lease amounted to 5.6 hours at a rate of £265 plus VAT per hour, giving a total figure for legal costs of £1,484 plus VAT.
54. The Tribunal noted that this, coincidentally, amounted to 20% of the costs submitted by the First Respondent. Noting that this was the second section 42 notice that had been served in relation to the Property in a period of less than five years, with the previous transaction seemingly having been close to completion with a draft lease having been produced, the Tribunal also considered that it would have been justified and reasonably likely for the First Respondent to have negotiated such a discount should they have been paying the costs themselves.

### ***Valuer's costs***

55. The Tribunal noted that the Applicants contended that they should not be required to incur greater costs than those for a competent surveyor in the locality of the Property with first-hand knowledge of the market – this is not the test under section 60. Section 60 confirms that the costs of valuation are payable, subject to those costs being reasonable.
56. The Tribunal considers that those costs cannot be regarded as being unreasonable simply due to the Applicants' valuer having charged a lower figure, even if he was more experienced. In addition, when the Applicant's own valuer confirmed that his charges in such matters amounted to between £585 and £625 plus VAT, the Tribunal could not understand why the reasonable costs of the First Respondent's valuer should be reduced to the suggested figure of £595 plus VAT.
57. The Tribunal considered the contents of the letter from Bureau Property Consultants detailing their rationale for their fee of £700 plus VAT and accepts that the sum of £700 plus VAT for the report, taking into account the intermediate interest, is a reasonable sum and payable by the Applicants.

## **Appeal Provisions**

58. If either party is dissatisfied with this decision they may apply to this Tribunal for permission to appeal to the Upper tribunal (Lands Chamber). Any such application must be received within 28 days after these written reasons have been sent to the parties (rule 52 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013).

M. K. GANDHAM

.....

Judge M. K. Gandham

**Appendix 1 (Exhibit GNS.D)**

(A) Notice of Claim engaged (35 Units)

			Units	Applicants' Comments	Amount offered	General Comments in answer to all points. <u>PAGE 13 OF THE FIRST RESPONDENTS STATEMENT OF CASE MADE CLEAR WHO DID THE WORK</u>
1	03/06/20 10/06/20	Attendance on client obtaining instructions and advising and liaising with representatives for Second Respondent	5	Disputed. The identity of the fee earner who carried out this work has not been disclosed. The only work required was to consider the validity of the s42 Notice, which was accepted by the First Respondent	4	No reduction appropriate for all work done see 3(v) of First Respondents Statement of Case (pages 2 and 3) which make clear the work done at this stage.
2	12/06/20	Considering the Lease and Office Copy entries and other relevant documents	4	Disputed. The identity of the fee earner who carried out this work has not been disclosed. The only work required was to compare the Office copies with the s42 Notice. Duplication with item 3 below. This work had been covered on the Applicants' previous attempt to extend the lease	3	No reduction appropriate. Work specified in 3(i) and (ii) of First Respondents Statement of Case (page 2) needed to be done.
3	01/06/20, 12/06/20, 13/06/20	Notices and correspondence regarding deposit and deduce of title	4	Disputed. The identity of the fee earner who carried out this work has not been disclosed. Duplication between considering Lease and Office copies (as item 2) and deducing title. This is the same work.	2	No reduction appropriate. See 3(ii) of First Respondents Statement of Case (page 2) for details of work done.
4	06/06/20	Considering validity of Tenant's Notice	4	Disputed. The identity of the fee earner who carried out this work has not been disclosed. Having established the entitlement of the Applicants to serve Notice, the only issue to be considered was compliance with the statutory form. This does not take 24 minutes	1	3(v) of First Respondents Statement of Case (pages 2 and 3) lists the work done at this stage in so far as not done at (1) above. No reduction appropriate.
5	13/07/20	Drafting Counter Notice	5	Disputed. The identity of the fee earner who carried out this work has not been disclosed. An experienced solicitor having considered the validity of the counternotice will not take 30 minutes to complete this task.	2	This is a vital piece of work and no reduction is appropriate – see 3vi, vii and 3viii of the First Respondents Statement of Case (pages 3 and 4)
6	14/07/20	Considering valuation (1 unit) and discussing the same with clients (1 unit) and Valuer (2 units)	4	Disputed. The identity of the fee earner who carried out this work has not been disclosed. No consideration is required. The valuation is provided by the landlord to insert into the Counter Notice	1	No reduction appropriate as the work required is far more detailed than claimed. See 3(iv) of the First Respondents Statement of Case (page 2)
7	06/08/20 13/08/20	Liaising with representatives for Second Respondent and considering Notice of Separate Representation		Disputed. The identity of the fee earner who carried out this work has not been disclosed.		No reduction appropriate.
8	Various	Letters out to client seeking instructions/updates as to progress, letters out to Tenants representatives	5	Disputed. The identity of the fee earner who carried out this work has not been disclosed.	4	No reduction is appropriate. 30 minutes for this work is reasonable – see 3(ix) of the First Respondents Statement of Case (page 4)

CMS P.

16

9		Checking file and reporting to client	4	Disputed. The identity of the fec earner who carried out this work has not been disclosed. This is duplication with previous items. What needed to be checked and reported upon not already covered above	2	No reduction appropriate. Inter alia, the Royal Mail needed to be contacted to check service of the counternotice on the Applicants representatives and the First Respondent informed of the position	
A	TOTAL	3.5 x 265	927.50		1.9 x 265 = 503.50	No reduction appropriate	

(17)

(B) the costs which have been and/or estimated to be incurred in connection with the grant of the lease is 35 units spent as follows

			Units	Applicants Comments	Applicants Offer	General Comments in answer to all points. PAGE 13 OF THE FIRST RESPONDENTS STATEMENT OF CASE MADE CLEAR WHO DID THE WORK
1	13/07/20	Considering terms of lease for inclusion in Counternotice	7	Disputed. The identity of the fee earner who carried out this work has not been disclosed. Duplicated with item A5 (Drafting Counter Notice). Only one item of consideration of the Lease is allowed. Further the same work of reviewing the Lease had been considered by the First Respondents solicitors at the cost of the Applicant on a previous occasion. Conveyancing manager assumed @ £340ph throughout.	2	Prior to the issue of the counternotice detailed attention needed to be given to the terms fo the new lease. No reduction appropriate. This was an extremely complex lease bearing in mind the Intermediary Lease involvement. The original lease was 27 pages long and needed to be carefully studied and the new lease 13 pages long – see 3(x), (xi) and (xii) of the First Respondents Statement of Case (pages 4, 5 and 29 to 69)
2	14/01/20	Drafting new lease incorporating terms of Counter notice and agreeing with the Applicants Solicitor	13	Disputed. Duplication. The identity of the fee earner who carried out this work has not been disclosed. The exact same work of drafting the new lease between the same parties and the same property has been completed by the First Respondents solicitors at the cost of the Applicants on a previous occasion. The document just needed to be downloaded from the word processor, it is unreasonable to have charge the applicants twice for this work	2	Prior to the issue of the counternotice detailed attention needed to be given to the terms fo the new lease. No reduction appropriate. This was an extremely complex lease bearing in mind the Intermediary Lease involvement. The original lease was 27 pages long and needed to be carefully studied and the new lease 13 pages long – see 3(x), (xi) and (xii) of the First Respondents Statement of Case (pages 4, 5 and 29 to 69)
3		Prepare engrossments and check estimated	2	Disputed. Duplication. The identity of the fee earner who carried out this work has not been disclosed. The exact same work of preparing engrossments and checking the lease between the same parties has been completed by the First Respondents Solicitors at the costs of the Applicant on a previous occasion.	2	The Applicant actually agrees with the amount claimed.
4		Attend to completion estimated	5	Disputed. The identity of the fee earner who carried out this work has not been disclosed. Completion will be straightforward - a matter of simply exchanging leases and receiving agreed funds by bank transfer.	2	Completion is likely to take at least 30 minutes in a case of this nature involving the Intermediary Lessor who is obviously entitled to be involved and have money sent to it with a financial statement - see also 3(xiii) of the First Respondents Statement of Case (pages 5 and 6)

18