



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

Case reference : **LON/00BJ/OC9/2019/0067**

Property : **Flat 2 Gracedale Road, London
SW16 6SW**

Applicant : **Mohammad Khalil Albazzaz and
Rhona Elizabeth Albazzaz**

Representative : **Comptons Solicitors LLP**

Respondent : **David James Trotter and Vivien
Anne Trotter**

Representative : **Morrisons solicitors**

Type of application : **An application under section
91(2)(d) of the Leasehold Reform,
Housing and Urban Development
Act 1993 for a determination as to
costs to be paid under s60 (1) of the
Act**

Tribunal members : **Tribunal Judge Dutton**

**Date of determination
and venue** : **21st May 2019 at
10 Alfred Place, London WC1E 7LR**

DECISION

Background

1. This is an application made by the applicant leaseholder pursuant to the Leasehold Reform, Housing and Urban Development Act 1993 (“the Act”) for a determination of the reasonable costs to be paid under the

provisions of sections 91(2)(d) and 60(1) of the Act in respect of 2 Gracedale Road, London SW16 6SW (the “property”).

2. The application is dated 18th March 2019 and directions were issued on 27th March 2019.
3. By a letter dated 10th April 2019 the solicitors for the respondents, Morrisons Solicitors LLP, indicated that *“the respondent did not wish to make any submissions in response to the applicants application for the determination of costs..”*
4. The applicants relied upon a witness statement made by Sarah-Louise Jennings a solicitor with Comptons Solicitors LLP This statement, containing a statement of truth, is dated 25th April 2019. I have noted all that is said therein.
5. The provisions of s60 of the Act are set out below and have been borne in mind by me in reaching this decision

The tribunal’s determination

6. The tribunal determines that the costs payable under the provisions of s60(1) of the Act are £800 inclusive of VAT and disbursements .

Reasons for the tribunal’s determination

7. I have considered all that has been said by Ms Jennings. The respondent appears to have had two bites at the costs cherry, both under the Act and in respect of the freehold purchase and lease extension, which the parties appeared to have agreed, with completion set for 25th February 2019. The costs for the agreed terms were set at £1,476.00 inclusive and appear on a completion statement exhibited to the statement of Ms Jennings. The respondent sought to charge a further sum of £1,812.00 inclusive under the provisions of s60(1) of the Act. It is this element that is disputed by the applicants.
8. The respondent, as stated above, makes no submissions on the statutory costs.
9. I see no need to repeat all that is said in Ms Jennings statement. It is not challenged. The statement sets out the basis upon which a figure of £800 inclusive is put forward, which seems perfectly reasonable to me.
10. Accordingly, I find that the costs payable under the provisions of the Act (s91(2)(d) and 60(1)) are £800.00 inclusive of VAT and any disbursements

Name: Tribunal Judge Dutton **Date:** 21st May 2019

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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.

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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

The relevant law

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 a leasehold valuation 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.