



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

Case reference : LON/ooAT/OC9/2021/0129

HMCTS code P: PAPERREMOTE

Property : 15b Pownell Gardens, Hounslow TW3 1YW

Applicant : Mr Abdul Hamid Sheikh

Representative : N/A

Respondent : Avon Ground Rents Ltd

Representative : Gregory Abrams Davidson Solicitors

Type of application : S.60 - costs

Tribunal member : Judge Tagliavini

Venue : 10 Alfred Place, London WC1E 7LR

Date of decision : 26 October 2021

DECISION

Covid-19 pandemic: description of hearing

This has been a remote hearing on the papers which has not been objected to by the parties. The form of remote hearing was P: PAPERREMOTE. A face-to-face hearing was not held because it was not practicable, and all issues could be determined in a remote hearing on paper. The documents that the Tribunal were referred to are included in a number of separate documents with a

separate Index (not a single indexed and paginated hearing bundle) the contents of which have been noted.

The tribunal's summary decision

- (1) The tribunal finds that the respondent's reasonable costs amount to £3,106.80 of which £1,406.80 remains to be paid by the applicant.
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The application

1. This is an application pursuant to section 60 of the Leasehold Reform, Housing and Urban Development Act 1993 ('the 1993 Act') seeking the tribunal's determination as to the reasonable costs, payable in respect of a deemed withdrawn 'Notice of Intent' to seek a lease extension of the subject premises situated at 15B Pownell Gardens, Hounslow TW3 3SU ('the premises').

Background

2. The applicant served a Notice of Claim dated 19 February 2020, and the respondent served a Counter-Notice dated 13 October 2020. For reasons that are not entirely clear to the tribunal, the applicant failed to proceed with his intended acquisition of a new lease. Consequently, on or about 4 May 2021, the Notice was deemed withdrawn in accordance with s.53 of the 1993 Act. Consequently, the applicant is liable to pay the respondent's reasonable costs of the failed transaction.

The issues

3. The respondent has stated that costs of £3,106.80 (including VAT) are payable by the respondent. This is made up of £950 plus VAT for the surveyor's fees and £1,630.20 plus VAT for the legal costs of JPC Law. The respondent accepts that the applicant has paid £1,700 as a security deposit which will be offset against these costs and asserts that £1,406.80 remains outstanding.

The applicant's case

4. The applicant relied on a written Statement of Case and Submissions dated 8 October 2021 and disputes the reasonableness of these costs. As well as relying upon his own personal circumstances of being elderly and unwell, asserts that the surveyors fee should be in the region of £450 (no VAT) as quoted by his surveyor BANCO Surveyors Limited and that the legal costs should be in the region of £800 as quoted by his own legal representatives, AMJ Legal. The applicant asserts that little work was

done by or on behalf of the respondent in this matter and that the costs have been unreasonably inflated.

The respondent's case

5. The respondent relies upon the invoice of Jason Mellor of Maunder Taylor Surveyors dated 11 August 2020 and accompany breakdown in an email dated 23 August 2021 in the sum of £950 plus VAT) in respect of the surveyor's fees. The respondent also provided the tribunal with a breakdown of the legal costs incurred in respect of the s42 Notice dated 10 November 2020 in the sum of £1,966.80.

The tribunal decision and reasons

6. The tribunal determines that the claim for surveyor's fees is reasonable and payable in the sum of £950 (plus VAT). The tribunal also determines that legal costs of £1966.80 are also reasonable and payable by the applicant.
7. The personal circumstances of the applicant are not relevant to this application as the tribunal can only consider the reasonableness of the costs incurred under the provisions of the 1993 Act. Although the applicant may not have chosen to use the services of the surveyor or legal firm relied upon by the respondent, the tribunal finds that it was not unreasonable for the respondent to choose to do so.
8. Therefore, the tribunal determines that the applicant is liable to pay to the respondent s.60 costs in the sum of £3,106.80 of which £1,406.80 remains outstanding.

Name: Judge Tagliavini

Dated: 26 October 2021

Rights of appeal from the decision of the tribunal

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).