

**HM COURTS & TRIBUNALS SERVICE**  
**DECISION AND REASON OF**  
**LEASEHOLD VALUATION TRIBUNAL**  
**APPLICATION FOR REIMBURSEMENT OF FEES**

---

**Applicants:** Ms M Tynan  
**Respondents:** Shenstone Properties Ltd  
**Property:** 12 Wingate Drive, Whitefield, Manchester M45 7QY

---

### **Background**

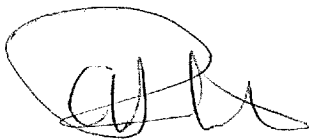
1. The Applicant applied to the Leasehold Valuation Tribunal ("the Tribunal") on 31 May 2012 for a determination as to liability to pay and reasonableness of an administration charge under Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("the Act"). A fee of £70 was paid by Ms Tynan to the Tribunal.
2. The Respondent had demanded payment of £850 to deal with the question of landlord's retrospective consent to works at the property comprising a loft conversion and provision of a conservatory. The Applicant's position was that there was no restriction in the lease as to alterations or improvements and that consent was not necessary.
3. The Tribunal were shown copies of correspondence between the parties in which the landlords argued that the tenant's obligation was to maintain the property as originally erected and that the Respondent landlord's consent to the improvements was required. On 23 May 2012 the Respondent wrote to the Applicant confirming that its position remained unchanged and 'we will now take matters on from here'.
4. Following Directions issued by the Tribunal on 28 June 2012, the Respondent wrote to the Tribunal on 16 July 2012 advising that 'retrospective consent for the alterations to the property has been granted to the lessee without payment of a fee. Therefore the matter is concluded'.
5. On 24 July 2012 the Applicant wrote to the Tribunal confirming that she had received retrospective consent and that she considered the matter settled, but she also asked that the costs of her application fee of £70 be reimbursed.

## The Law

6. Paragraph 9 of the Leasehold Valuation Tribunal (Fees)(England) Regulations 1993 ("the Regulations") provides that 'in relation to any proceedings in respect of which a fee is payable under these Regulations a tribunal may require any party to the proceedings to reimburse any other party to the proceedings for the whole or part of any fees paid by him in respect of the proceedings'.

## Costs and fees

7. The Tribunal has jurisdiction to deal with the Applicant's request.
8. The Tribunal must act judicially and will generally award costs under paragraph 9 only when satisfied that the party against whom costs are awarded has been comprehensively unsuccessful and whose stance or actions have been such that the party who incurred the fee was given little choice but to incur the fee in view of the Respondent's stance or actions.
9. In this case the Application was made on 31 May 2012, about one week after the Applicant received a letter from the Respondent confirming that a retrospective consent payment was required. Before making a case to the Tribunal the Respondent withdrew the charge.
10. The Tribunal have considered the Respondent's letter of 6 August 2012 but issues raised by them therein are not relevant to the matter the Tribunal is now considering.
11. The Tribunal is satisfied that had the Applicant not made the Application, the Respondent would have not withdrawn its request or payment, that the payment sought is not payable under the lease, and that the Applicant's request for reimbursement has merit.
12. The Tribunal requires that Shenstone Properties Limited reimburses Ms Michele Tynan the sum of £70, being the fee paid by her in respect of her application to the Tribunal of 31 May 2012.



A Robertson  
Chairman of the Leasehold Valuation Tribunal

11 September 2012