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Case reference: LON/00AW/0C9/2012/0023

**DECISION OF THE LONDON LEASEHOLD VALUATION TRIBUNAL ON
AN APPLICATION UNDER SECTION 91(2)(d) OF THE LEASEHOLD
REFORM, HOUSING AND URBAN DEVELOPMENT ACT 1993 TO
DETERMINE THE AMOUNT OF THE LANDLORD'S RECOVERABLE
COSTS (SECTION 33)**

Premises: 30 Linden Gardens. London W2 4ES

Applicant: Octavia Housing

Respondent: 30 Linden Gardens Management Company Limited

**Determination without an oral hearing in accordance with
regulation 13 of the Leasehold Valuation Tribunals (Procedure)
(England) Regulations 2003**

**Tribunal: Margaret Wilson
Dallas Banfield FRICS**

Date of decision: 3 April 2012

Introduction and background

1. This is an application by the landlord of a property comprising eight flats under section 91(2)(d) of the Leasehold Reform, Housing and Urban Development Act 1993 ("the Act") to determine the amount of the landlord's recoverable costs in connection with a claim under section 13 of the Act to exercise a right of collective enfranchisement in respect of the property. Initial notice of the claim was given on or about 10 July 2009 and it appears that the landlord served a counter-notice and that the price was subsequently agreed and the transaction completed. In these circumstances the landlord has applied for its reasonable and recoverable costs to be determined.

2. This determination is made on the basis of written representations and without an oral hearing according to the procedure set out in regulation 13 of the Leasehold Valuation Tribunals (Procedure) (England) Regulations 2003.. The landlord's solicitors have provided a costs schedule in accordance with the tribunal's directions but the nominee purchaser's solicitors have not responded as they were directed to do. There is, however, in the material before us, a copy of the landlord's costs schedule, under cover of a letter dated 25 October 2011 in which the nominee purchaser's solicitors say that they have "deleted those items not recoverable under the Act". All the items deleted relate to conveyancing. The other legal costs and the valuation fees appear not to be disputed.

The law

3. By section 33(1) of the Act, where a notice under section 13 is given, the nominee purchaser is liable, to the extent that they have been incurred in pursuance of the initial notice, for the reasonable costs of and incidental to the following:

- (a) *any investigation reasonably undertaken -*

- (i) of the question whether any interest in the specified premises or any other property is liable to acquisition in pursuance of the notice, or*
 - (ii) of any other question arising out of that notice;*
- (b) deducing, evidencing and verifying the title to any such interest;*
- (c) making out and furnishing such abstracts and copies as the nominee purchaser may require;*
- (d) any valuation of any interest in the specified premises or other property;*
- (e) any conveyance of such interest.*

4. Conveyancing fees are thus, subject to their reasonableness, recoverable, and the nominee purchaser's solicitors' objections to them as a matter of principle are misconceived.

5. We have considered the schedule of costs. The solicitors' hourly rates of £165 and £175 are reasonable and we have no reason to believe that the number of hours worked is excessive or that any of the work does not fall within section 33(1). We are satisfied that both the legal and valuation fees are reasonable in amount and the disbursements appear to be reasonable and recoverable.

6. The recoverable costs are thus as follows:

- a. legal fees and disbursements recoverable under section 33(1)(a) of £2277 inclusive of VAT;
- b. conveyancing costs recoverable under section 33(1)(e) of £3003 inclusive of VAT;

c. disbursements including valuation fees recoverable under section 33(1)(d) of £2585 inclusive of VAT.

The total recoverable fees, inclusive of VAT, are thus £7865.

TRIBUNAL.....

DATE: 3 April 2012