



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

Case Reference : **LON/00AZ/0C9/2015/0369**

Property : **3 Grantley House, 11 Myers Lane,
SE14 5RZ**

Applicant : **Michael Parlett**

Representative : **SLC Solicitors**

Respondent : **Sinclair Gardens Investments
(Kensington) Limited**

Representative : **WH Matthews & Co Solicitors**

Type of Application : **Application for determination of
reasonable costs – flats and
premises – Section 91(2)(d)
Leasehold Reform, Housing and
Urban Development Act 1993**

Tribunal : **Mr M Martynski (Tribunal Judge)
Mr P Casey MRICS**

Date of Decision : **21 October 2015**

DECISION

Decision summary

1. The legal costs payable to the Respondent are £1,525 plus VAT.
2. The valuation costs between the parties have been agreed at £600.00 (including VAT).

Background

3. This matter arises out of the Applicant's claim to acquire a new lease of the subject flat from the Respondent. The Notice of Claim is dated 11 November 2014. The transaction leading to the grant of a new lease appears to have proceeded without complication.
4. The legal costs demanded by the Respondent's solicitors amount to £1,725 exclusive of VAT.

The Application

5. The Applicant's application to this tribunal is dated 21 August 2015. Following directions given on the application, both parties made extensive written submissions on the costs issue.
6. The application was set down to be dealt with on the Paper Track. No party requested a hearing and we have therefore decided this application on the basis of the documents and written submissions provided by the parties.

Decision

7. The Applicant's solicitors usefully summarised their client's case in a Scott Schedule amounting to some 17 numbered points. In this decision, we follow the order of the Scott Schedule in the table below which sets out our decisions and the reasons for them.
8. By way of general approach, we make the following comments; first, we do not consider that the charging rate of £250.00 is excessive or unreasonable for the work. The Respondent has chosen specialist solicitors as it is entitled to do. Second, we have approached this matter on the basis that we have asked ourselves what the Respondent would have reasonably paid if it were paying the costs itself.

Item No:	Units charged	Description of work and our decision
1	6	<i>Attending client to take instructions:</i> We have taken this time together with the four letters out to client seeking instructions (item 9). Whilst we consider that it is reasonable for time to be taken to take instructions, this is a routine matter in a long standing Solicitor and Client relationship. We

		consider a reasonable time to be 6 units in total. This results in 4 units (or £100.00) to be taken off the Respondent's costs.
2	3	<i>Considering lease and office copies:</i> We consider this time to be reasonable.
3	3	<i>Instructing Valuer:</i> We have taken this time together with the valuation related work in items 7 & 9 (total 10 units). Whilst we consider that a charge for this work is permitted under the Leasehold Reform, Housing and Urban Development Act 1993 ('the Act') (we consider that the work is reasonable and incidental to the specific items set out in section 60(1) of the Act). We consider a reasonable time to be 6 units in total. This results in 4 units (or £100.00) to be taken off the Respondent's costs.
4	5	<i>Preparation of Notices:</i> We consider that such work does fall within section 60 of the Act and that this work is reasonably done.
5	9	<i>Considering validity of tenant's notice:</i> We consider that this work is allowable, necessary and the time taken to be reasonable.
6	3	<i>Drafting Counter-Notice:</i> We consider that this work is within the ambit of section 60 of the Act and that the time charged is reasonable.
7	5	<i>Considering valuation etc:</i> See our comments above at item 3.
8	2	<i>Considering service on Third Party:</i> This is part of the process of considering a Notice and is necessary and reasonable.
9	7	<i>Letters to various:</i> We have already dealt with the letters to client and valuers. The three letters to nominee purchasers/solicitors are reasonable.
10	20	<i>Considering terms of lease:</i> We consider this work to be necessary and reasonable in terms of time taken.
11	20 (included in item 10 above)	<i>Drafting new lease:</i> We consider this work to be necessary and reasonable in terms of time taken.
12	20 (included in item 10 above)	<i>Agreeing final form of lease:</i> We consider this work to be necessary and reasonable in terms of time taken.
13	20 (included in item 10 above)	<i>Revise and prepare two engrossments:</i> We consider this work to be necessary and reasonable in terms of time taken.
14	20 (included	<i>Prepare completion statement:</i> We consider this work to be necessary and reasonable in terms of

	in item 10 above)	time taken.
15	20 (included in item 10 above)	<i>Attend to completion:</i> We consider this work to be necessary and reasonable in terms of time taken. Further we consider this work to be within the ambit of section 60 as necessary and incidental.
16	4	<i>4 letters out:</i> We presume that this relates to the completion. Overall the costs relating to the grant of the lease appear to us to be reasonable.
17		In the light of our decisions above, there is no need for any further comment on this item.

Mark Martynski, Tribunal Judge
21 October 2015