



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

Case Reference : **LON/OOBA/OC9/2015/0110**

Property : **29, Birchwood Close, Morden,
Surrey SM4 5LA**

Applicant : **Chime Properties Limited**

Representative : **Maxwell WinwardLLP solicitors for
he Applicant**

Respondent : **Emma Louise Grinter**

Representative : **Preuveneers LLP solicitors for the
Respondent**

Type of Application : **S60 and 91 Leasehold Reform,
Housing and Urban Development
Act 1993 (the Act)**

Tribunal Members : **Tribunal Judge Dutton**

**Date and Venue of
hearing** : **23rd April 2015 at 10 Alfred Place,
London WC1E 7LR**

Date of Decision : **23rd April 2015**

DECISION

DECISION

The Tribunal determines that the sum payable by the Respondent shall be £1,180.80 as representing the costs payable under the provisions of section 60 of the Act.

BACKGROUND

1. This application was made by the Applicant Landlord Chime Properties Limited, for a determination of the costs payable by the Respondent, Emma Louise Grinter pursuant to section 60 of the Act.
2. It appears that two initial notices were served, one on 22nd October 2014 and the other on 22nd December 2014. The costs I am asked to consider appear to relate to the consideration of both notices and preparation of a counter notice. In addition a claim is made for a valuation fee of £360 inclusive of VAT charged by Friend & Falke, chartered surveyors.
3. The matter came before me for determination as to the costs payable on 23rd April 2015. I had available a schedule of costs dated 27th February 2015 prepared by Maxwell Winward (MW) in addition a schedule of dispute relating to the costs schedule had been completed by Preuveneers LLP (P), for the Respondent and by MW for the Applicant.

THE LAW

4. The law relating to this matter is contained at s60 of the Leasehold Reform, Housing and Urban Development Act 1993 (the Act). The section is set out at the end of this decision.

FINDINGS

5. The schedule of costs prepared by MW makes a total claim of £1,124.40. However, in the schedule of disputed costs the valuers fee is reduced from £498 to £360 and the arithmetic in the costs schedule does not seem correct. The charge for the work done on 28.10.14 is £285 but allegedly reflects an hours work so should therefore be £342 to include the VAT. Even allowing for this the first sub total should be £615.60 and not £626.40. Somehow the total after including the costs of presumably considering the second initial notice served in December comes, on my calculation to £1,215.00.
6. It is in the light of this somewhat confused costs schedule that the points in dispute have been lodged. I believe I can take them quite shortly. I prefer the responses in the points of dispute schedule completed by MW to those of P. They are in my finding a correct interpretation of the Act and reflect the reasonable work done to deal with the two initial notices served in this case.
7. There appears to be no particular challenge to Mr Nicholson's hourly rate. It is unusual to see these quoted as excluding VAT. The true hourly

rate is £342. The Respondent is liable to pay the Applicant's costs in respect of both S42 notices and I do not consider that spending 1½ hours considering both to be unreasonable. To suggest that ½ hour is sufficient for both is in my finding unrealistic. The valuers fee of £360 does not appear to be challenged and I find is reasonable for the work undertaken by the valuer, which is in itself acceptable. The time preparing the counter-notice of 30 minutes, is I find reasonable given the work that must be undertaken. As with the narrative for the consideration of the initial notice I cannot find that the items of work undertaken are unreasonable. The emails and correspondence are, I find reasonable and in accordance with the provisions of s60, save that there appears to be something of a duplication in the work done on 29th December and 5th January and I would therefore disallow one of these. The total time spent of 25 units of 6 minutes (2 ½ hours) does not seem excessive subject to the minor deduction I make. In those circumstances I find that the fees claimed, when corrected for error, and my review, of £1,180.80 reasonable and recoverable under the provisions of s60 of the Act.

Andrew Dutton
Andrew Dutton - Tribunal Judge

23rd April 2015

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.