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

Case Reference : **PJ/LON/00AJ/OC9/2014/0194**

Property : **269A Allenby Road, Southall,
Middlesex UB1 2HD**

Applicant : **City and Countries Properties
Limited**

Representative : **Wallace LLP, solicitors**

Respondent : **Naba Turay**

Representative : **Mayfair Solicitors**

Type of application : **For the determination of the
landlord's recoverable costs
incurred in connection with a claim
for a new lease**

Tribunal : **Margaret Wilson**

**Date of determination
on the papers** : **19 December 2014**

DECISION

Introduction and background

1. This is an application by a landlord, City and Countries Properties Limited, under section 91(2)(d) of the Leasehold Reform, Housing and Urban Development Act 1993 ("the Act") for the determination of the recoverable costs which it incurred in pursuance of the tenant's notice of claim to acquire a new lease under Chapter II of Part I of the Act. The tenant gave notice of claim under section 42 of the Act on 31 October 2013, proposing a premium of £7000. The landlord's counter-notice, which was given without prejudice to its contentions that the notice of claim was invalid and also that it had been deemed withdrawn, proposed a premium of £18,000. Although it appears from the correspondence that the tenant's solicitors agreed in a telephone conversation that the notice of claim was invalid, they did not respond to the landlord's solicitors' invitation to confirm its invalidity in writing in order to save further costs. On 18 June 2014 the notice was deemed to have been withdrawn pursuant to section 53 of the Act

2. The landlord then sought payment of the costs it had incurred pursuant to the notice of claim and, having received no offer to pay them, issued the present application. Directions were made on 23 October 2014 which provided for a determination on the papers and for the provision of the relevant information and statements by the landlord and the tenant. The landlord has provided a schedule of its costs and a statement and evidence in support of the application but the tenant has not complied with the directions and has provided no statement or other information to support any challenge to the costs which the landlord has claimed. Neither party has asked for an oral hearing and this determination is therefore made on the basis of the papers alone in accordance with rule 31 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

The law

3. By section 60(1) of the Act:

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.

By section 60(3):

Where by virtue of any provision of this Chapter the tenant's notice ceases to have effect or is deemed to have been withdrawn, at any time, then (subject to subsection (4)) the tenant's liability for costs under this section for costs incurred by any person shall be a liability for costs incurred by him down to that time.

The claim

4. The claim is for legal fees of £2100, valuation fees of £471.60, Land Registry fees of £38 and courier fees of £52.32, all inclusive of VAT where applicable. The schedule provided by the landlord's solicitors explains the work they carried out.

Decision

5. I am satisfied that all the work for which costs are claimed falls within section 60(1) and that all the work for which a claim is made was carried out. Notwithstanding that in other circumstances I might have had concerns about the level of fee earner who carried out some of the legal work, and about the use of a courier rather than recorded delivery for the service of the counter-notice, since the tenant has not complied with the Tribunal's directions and has made no submissions of any kind that any of the costs claimed are unreasonable in amount I take it that he agrees that they are reasonable and payable I therefore determine that they are payable in full. He must accordingly pay the fees set out in the preceding paragraph, amounting to £2661.92.

Judge: Margaret Wilson