In the FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY) and in the COUNTY COURT AT Edmonton sitting at 10 Alfred Place, WC1E 7LR

Tribunal Case reference	:	**LON/00BJ/LSC/2021/0168**
County Court Claim Number	:	**F69YX307**
Property	:	**Flat 3, 155/163 Balham Hill, SW12 9DJ**
Applicant (Claimant)	:	**Crescent Trustees Limited**
Representative	:	**Mr Jeff Hardman (Counsel)** Instructed by PDC Law
Respondent (Defendant)	:	**Gholam Hossein Behjat**
Representative	:	**Mr Matthew Eastman (cILEX Advocate)** Instructed by SCS Law
Type of application	:	**Transfer from County Court**
Tribunal	:	**Deputy Regional/District Judge N Carr** **Mrs A Flynn MA MRICS**
Date of hearing	:	**5 December 2022**
Date of Decision	:	**23 December 2022**

DECISION AND REASONS

TRIBUNAL DECISION

1. **The on account estimated service and reserve fund charges in the total sum of £7,226.22 for the period 2018 - 2019 are reasonably incurred and a reasonable estimate for that period.**

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2. **The sum of £340.00 sought in connection with administration charges for the period 2018 – 2019 is reasonable and payable.**

COUNTY COURT DECISION

3. **There will be judgment for the Claimant in the sum of £7,566.22, with a formal order to follow determination of the costs.**

4. **Determination of the recoverability and quantum of costs is reserved. The parties must follow the Directions at the end of this decision.**

TRIBUNAL AND COUNTY COURT DECISION

5. **The effect of the decisions of the Tribunal and the County Court set out above are stayed pending determination of the recoverability of costs, and formal orders will be issued at the end of the proceedings, both to maintain appeal rights and ensure that any appeal from any element of the decision is dealt with in a single appeal, and in order to achieve proportionality. For the avoidance of doubt, appeal rights will run from the date of the costs decision and formal County Court orders being sent to the parties.**

REASONS

Procedural Background

1. The claim/application before us began in the County Court in June 2019. The Claimant/Applicant issued proceedings claiming the following sums:

Service Charges:	£7226.22
Administration Charges:	£340.00
Costs:	£840

2. On 25 March 2021 D.D.J. Redpath-Stevens transferred the dispute to the Tribunal. By Directions dated 7 July 2021, Judge Martynski laid down a timetable to hearing. For various reasons, the directions were extended and the hearing therefore delayed.

3. The claim form and particulars were amended in October 2021, following observations and directions given by Judge Martynski that they had not been signed in accordance with the Civil Procedure Rules ('CPR').

4. A Defence had been filed on 21 January 2020. Broadly speaking, it identified the following defences to the claim:

    i. The claim for Service Charges was in respect of major works

ii. The Defence asserted that the s.20 consultation requirements for those works were not complied with.

iii. An allegation, in very general terms, that the works were not being carried out to a reasonable standard and costs were not being reasonably incurred.

5. Judge Martynski also provided for the Defendant/Respondent to file and serve an amended Defence that fully set out his case as to s.19 Landlord and Tenant Act 1985.

The hearing

6. The hearing was convened by video conferencing (CVP) accommodating a reasonable adjustment for one of the parties. In attendance were Mr Jeff Harman of Counsel, together with Mr Richard (also known as Raziel) Davidoff, the Managing Director of Aldermartin Baines and Cuthbert Estates Limited, the Landlord's managing agents ('ABC'). Mr Matthew Eastman, a CILEX advocate (as we understood it) appeared on behalf of Mr Behjat, who also attended to give evidence. In advance the Claimant had provided a bundle of over 1000 pages, which was unnecessarily prolix (it includes documents multiple times throughout; for example, the lease is included six times, as does the 30 page specification of works).

7. References to the bundle appearing throughout this decision appear in bold square brackets **[...]**. Mr Hardman also provided a skeleton argument.

The dispute

8. In or around August 2017, the Respondent determined that it needed to carry out major works to the development at 155 – 163 Balham Hill. The development encompasses 5 terraced buildings, all of which have commercial usage on the ground floor and flats above. A preliminary notice in accordance with section 20 of the Landlord and Tenant Act 1985 ('the Act'). and the Service Charges (Consultation Etc) (England) Regulations 2003 ('the Regulations') was sent to leaseholders on 25 August 2017 **[176 – 179]**.

9. In advance for the year 2017 – 2018, in order to fund the works, ABC demanded service charges for estimated costs in the region of £200,000. We were told by Mr Davidoff that this sum was a 'best guestimate' of the amount that ABC anticipated that the works would cost, from experience of managing other such developments and schemes of works and from talking to a Mr Andrew Mazin, supervising surveyor from Sanderson Weatherall, and the Landlord. The Defendant/Respondent paid the sum demanded for 2017 – 2018 without demur.

10. Over the period that followed, the works were (we are told) put out to tender, and estimates were received. A Notice of Intention in accordance with the Act and Regulations was given on 9 July 2018 **[180 – 183]**. The

lowest estimate for the works, to be delivered by Kaloci and Co Limited, was £236,887.20. Adding in the supervision fees of Mr Mazin at 10% of the contract sum plus VAT, and a 3.5% charge for ABC's administration fees plus VAT, the sum came out at £268,866.97, which ABC rounded up to £270,000 for the purpose of the an additional on-account demand in the sum of £70,000 in the year 2018 – 2019. It should be noted that this sum was split across both the residential and commercial units 2:1.

11. By demands dated 18 October 2018, ABC required Mr Behjat to pay the sum of £379.60 to the annual reserve fund, and £7,092.60 for the annual service charge, each in advance for the year 2018 – 2019 **[184 – 189]**.

12. The works commenced in or around September 2019. In October 2019, a 'Part 2 section 20 Notice' was sent by ABC, in fact a second Notice of Intention in relation to the sub-contractor for restoration and replacement of brickwork and stonework said to require specialists **[818]**. In the event, no additional charge was made for these works after leaseholder protest, the new contractor (Kaloci Limited) having agreed to carry out the work within the existing estimate **[653]**. It remains unclear whether the works were therefore carried out by the named specialists in the 'Part 2' Notice but within the original contract price, or by Kaloci Limited itself.

13. On around December 2019 Mr Behjat got up onto the scaffolding and took some pictures of the works in progress **[864 – 888]**.

14. The works were completed in or around June of 2020. A Certificate of Practical Completion was obtained, dated 3 August 2020 **[695]**. Section 20B notices were sent by ABC on 26 March 2020 **[497 – 498]**.

Issues and Law

15. No issue is taken with the Claimant/Applicant's contractual entitlement under the lease.

16. The key matter for our determination is whether the sums for the interim service charge and on account reserve fund in the demands dated 18 October 2018, by which ABC required Mr Behjat to pay the sum of £379.60 to the annual reserve fund, and £7,092.60 for the annual service charge, each in advance for the year 2018 – 2019 **[184 – 189]**, are no greater an amount than is reasonable.

17. For interim service charges, we are only engaged in the question of whether section 19(2) of the Act prevents the Claimant/Applicant from including any part of the sum demanded on the basis that it is greater than is reasonable, meaning objectively reasonable, assessed in the light of the specific facts of the particular case (*Carey Morgan v De Walden* [2013] UKUT 134 (LC); *Avon Ground Rents v Cowley* [2018] UKUT 92 (LC)). As section 19(2) of the Act sets out,

    19 (2) where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable,

and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

18. Mr Davidoff stated that the statement of estimated service charge expenditure that appears at **[190]** accompanied these demands. Though Mr Behjat says he '*cannot not remember seeing them*', he did not dispute that they were factually correct. That document demonstrated that of the sum demanded, the works in question only make up a portion. Calculated out, the sum that is not for the major works is £93,422 - £61,260 =£32,162 x 7.5920% = £2,441.74.

19. We asked Mr Eastman to confirm whether it was correct that the amount unrelated to the major works was not challenged, and he conceded that the Defence did not give any reason why these sums should not be paid, and that he could not put forward a case not encompassed in the pleading. He conceded that, as the Tribunal we would find it payable, and sitting as a County Court Judge, I would give judgment for at least that sum. That left £4,650.86 defended.

20. In closing, Mr Eastman appeared not to have remembered, or understood, that he had made this concession. We were not prepared to let him reopen it.

21. The Defendant/Respondent would not make the same concession for the reserve fund, despite there being no challenge to it identifiable in the pleading. No evidence, written or oral, was given about the reserve fund, and no closing submissions. In the circumstances, we find that the sum of £379.60 is payable, and I will also give judgment for it sitting as a District Judge.

22. For the remaining major works sum, Mr Davidoff pointed us to the schedules ABC had prepared for the budget at the time. At **[665]**, the line item for major works made clear that there had been a shortfall in the budget for the major works in the sum of £70,000, but there was also an additional sum of £21,432 for installation of fire alarm systems per a separate section 20 consultation which was not in our bundle, but with which no leaseholder had taken issue. It was both of those sums that the figure at **[190]** for the major works derived from; there was therefore an element of the major works sum that was not challenged by Mr Behjat. Mr Behjat agreed that the works had been done, but said that he did challenge them. He didn't do so in his written evidence, and failed to address them in his oral evidence. The sums for the fire alarm systems are therefore also, we consider, reasonable and payable, and sitting as District Judge I consider are due from Mr Behjat. As we understood it, the whole of the fire alarm systems works fell to the residential leaseholders. Mr Behjat's proportion is therefore £1,627.12.

23. Although Mr Eastman stated that the demand for the reserve fund in the sum of £379.60 was disputed, this neither appeared in Mr Behjat's

amended defence, or his written or oral evidence, nor in closing. We were given no reason all for why is was not payable, and find that it is.

24. That leaves in dispute the sum attributable solely to the works actually disputed by Mr Behjat, of **£3,023.74**. It should be noted that the proportion of the additional sum of £70,000 due from leaseholders is only 67% of the total (the remainder being due from the commercial units) – the total additional costs of the works to them was therefore £46,900 **[667]**.

25. In respect of that sum, we must consider the circumstances in existence at the date of the demands. The actual costs incurred by a landlord, ascertained later, are irrelevant, and although we may take into account matters not known to the landlord when it set its budget or matters that came into existence between the budget being set and the payment becoming due, we are unable to take into account matters that could not have been known at that date because they had not yet occurred (*Knapper v Francis* [2017] UKUT 3 (LC) paragraph 32, paragraph 38. The leaseholder's remedy lies in a section 27A challenge to the actual costs once ascertained, and entitlement to any balancing credit is applicable.

26. In *23 Dollis Avenue (1998) Limited v Vajdani* [2016] UKUT 0365 (LC), His Honour Judge John Behrens and Mr Peter McCrea (FRICS) determined that there is no statutory limit to the amount that can be recovered by way of an on account demand under the lease, other than under section 19(2) of the Act. It is not necessary that there be a valid consultation process before a sum in excess of £250 can be recovered by way of a service charge in respect of intended works (para 33b.)

Quality of the evidence

27. We were hindered on both sides of the dispute by the failure to provide relevant documentation and evidence.

28. On the Claimant/Applicant side, we were not provided with an account of the discussions or documents informing the 'guestimate' for the works in the 2017/2018 year. We were not provided with a survey from which the specification of works prepared by AMA Surveyors, which we are told was prepared in 2017, was derived **[198 – 226].** We were not provided with the tender pack from 2018/2019. We were not provided with the costed estimate from Kaloci and Co Limited, or any of the other companies that tendered, nor any other document that demonstrated that the market had been properly tested.

29. We were provided with no evidence demonstrating that when Kaloci and Co Limited went into voluntary liquidation and re-incorporated as Kaloci Limited a week later in April 2019, formal due diligence and contractual documents were accordingly prepared. There was no new consultation process, we are told, or official tender from the new corporate body. There is an absence of evidence of consideration of the impact of this on the validity of the consultation process. It seems to us that therefore a

contractor was appointed who did not tender for the works, and that is likely to have a relevant impact on the recoverability of the actual expenditure incurred. This is one of a number of issues identified with the consultation process.

30. We were not provided with a summary of the works, or costings for them, that had in fact been completed under the project, despite Mr Davidoff conceding that some parts of the specification of works had not been carried out, but that costs saved had been allocated in favour of funding others on the specification that turned out to be more expensive. We were told that final accounts had in fact been provided now for the year 2019/2020, but they had not been provided to us. We were not provided with any invoices relating to the works.

31. There were two short letters, but no witness statement, from the supervising surveyor Mr Mazin, the first of which barely addressed Mr Behjat's amended Defence, agreeing that some of the works on the spec had not been done in order to fund others **[129]**, and the second of which **[700]** evidenced that minor window works had been done in spite of the fact that the Claimant/Applicant told leaseholders they had to replace their windows (as supported by **[227 – 232]**), raising more questions than it answered.

32. ABC had refused to allow Mr Behjat to inspect the works to satisfy himself they had been done to a reasonable standard, apparently on some advice from solicitors that this might somehow amount to some sort of waiver.

33. Given that these were all matters known by the Claimant/Applicant to be in issue at least as far back as April 2020 (when Mr Behjat's first witness statement was prepared), these omissions are striking.

34. On the Defendant/Respondent's side, we were not provided with any evidence of the state of the works after they had been completed, or indeed from any time after December 2019.

35. Mr Eastman invited us to conclude that photos taken by Mr Behjat when the works had first started, being the only evidence we had, were the best evidence of the state of the completed works. That was plainly unsustainable – it is not uncommon for the condition of a property to look worse at the commencement of works before they have been fully done, a fact of which we have no doubt Mr Behjat is aware.

36. For a person seeking to persuade us that works are of an insufficient standard, it is for them to demonstrate at least a *prima facie* case that there are grounds for us to conclude so. Mr Behjat's amended Defence did not improve the position.

37. Despite having completed a witness statement twice (in April 2020 **[237]** and in November 2022 **[701])**, Mr Behjat's second witness was almost identical to his first and continued to omit key aspects of his evidence, despite the Tribunal having identified that he needed to be

precise in his allegations. In particular, absent from either witness statement was any evidence of or about a previous consultation, the existence of which his case was substantially based on.

38. The witness statements from other leaseholders (Mr Dickens, Mr Dhillon) added nothing, doing no more than agreeing with Mr Behjat's second witness statement.

39. Much of the material included (e.g. whatsapp messages, a document entitled 'Challenge to service charges 22/23' **[973 – 999]**) were not about the dispute at all, and can only have been included to try to create a particular impression about the management of the premises.

40. In oral evidence, we found neither Mr Davidoff nor Mr Behjat particularly helpful or straightforward witnesses.

41. Mr Davidoff's default explanation for evidence and documentation absent from his witness statement was that his solicitors hadn't told him to disclose/address the matters in question. Mr Davidoff is, it is fair to say, familiar with the Tribunal and the evidence it requires, appearing before it regularly. It is far from satisfactory to default to blame solicitors. On other occasions, when he did not know the answer to a question, he said he managed a team of 40 and couldn't be expected to know what had or hadn't happened. If he was not the person with knowledge of what happened, then he ought to have been considering whether another of his team was an – or the – appropriate witness.

42. Mr Behjat expressed that he found it difficult to make his way through the bundle and we make allowances for that. Nevertheless, he was combative in questioning, and we found him to be evasive in his answers. We had to administer a warning regarding adverse inferences when Mr Behjat point blank refused to answer a relevant question, and he refused to take the opportunity to give frank answers. It did not assist his case that he purported to be his own expert witness. We recognise that he has expertise in the building trade, and indeed in this development, but that does not mean that his view is the only possible reasonable view, and he was obviously far from neutral.

Decision

(i) were the works identified in the specification from 2017 reasonably necessary?

43. Mr Behjat's position was that the works were necessary – in fact he questioned whether they went far enough, given the passage of time between when the schedule had been specified and the works were carried out. We are therefore satisfied that the works were reasonably necessary.

(ii) was the estimated service charge for the totality of the works, i.e. £270,000, no greater a sum than was reasonable

44. We must firstly deal with Mr Behjat's allegation that there had been a previous consultation, in which leaseholders were told in a meeting that the works on the spec could be completed by Kaloci and Co Limited for £200,000. Mention of any such meeting was absent both from his Amended Defence and from his written witness evidence. No indication of when such a meeting took place was given, though it appears to have been before the demand for the period 2017-2018 which Mr Behjat subsequently paid.

45. Firstly, any such meeting as did occur is not statutorily part of the consultation regime. That clearly has stages based entirely on written communication and notices, for good reason; so that information can be presented and digested before a leaseholder is able to properly consider their position and if necessary participate.

46. Secondly, we are satisfied that it is not credible that any such meeting as did take place, at which we are told that Mr Mazin and Mr Reed (who we gather is the block manager from ABC) attended, a cast-iron guarantee that all works would be carried out for the sum of £200,000 was made, as Mr Behjat purports to suggest. As Mr Behjat himself conceded from his own knowledge, not such cast-iron guarantee is usually made – it is commonplace for works to go over budget by at least 10 – 15%. Such an assertion is rendered particularly unlikely when Mr Behjat claims simultaneously that the leaseholders weren't being told who the contractor was at that time – and indeed as the timeline shows, no contractors had yet formally been approached to tender. We have been hindered by the absence of any mention of the meeting, and any precise detail of where and when it occurred, by whom it was attended, and precisely what was said, in Mr Behjat's witness statement, and the omission was not corrected by his oral evidence. Even if the cost of the works was, as he stated "guaranteed" to be £200,000, this makes no mention of the costs of the surveyor or ABC's own administrative costs, which Mr Behjat failed to address in evidence. We are satisfied that the £200,000 was the Claimant/Applicant's 'best guestimate', as Mr Davidoff put it, of the likely cost of the works at the time.

47. We are satisfied that if any representations were made as to cost, about which we expect that there was some discussion if the meeting in question took place, on balance what was being said was that £200,000 was the estimated sum that the Claimant/Applicant was aiming for for the works. This is supported, we find, by the surrounding evidence: the fact that Mr Behjat made no representations in response to the Notice of Intention, or indeed at all until April 2019 after letters of claim had already been sent by PDC **[798 – 801]**, which we would have expected to see if leaseholders had been made such a cast-iron guarantee.

48. Even were we wrong in that, the fact remains that any such meeting does not form part of the statutory consultation process. As Judge Behrens and Mr McCrea put it in *23 Dollis Hill*, It is not necessary that there be a valid consultation process before a sum in excess of £250 can be recovered by way of a service charge in respect of intended works. For

that reason, we also reject the further argument put forward by Mr Behjat that the statutory consultation that was done was not in accordance with the Act and the Regulations and therefore the on-account charges not due, as even though it does appear to us that the consultation was ineffective for a number of reasons (not least the appointment of a contractor that had not in fact tendered for the works, even if the Director was the self-same as the former Director of the previous company of a similar name and description), that is not material to the on account charges for works not yet done. It is an argument that goes to the actual charges, which the leaseholders remain entitled to challenge through section 27A.

49. We are also satisfied from Mr Bahjat's evidence to us that he was aware that £200,000 for the scope of the works provided was ambitious. Initially in his evidence about the meeting, he described being "*very happy*" at the cost of £200,000 as he considered it a "*very good deal*". As his evidence moved on, we are satisfied the he sought to undo what had been his honest initial assessment: he want on to say it was a "good deal", but then a "fair deal" in which there would not be a lot of profit for the contractor but that that was, in effect, the contractors look-out. This, we are satisfied, explains why he made no representations in respect of the Notice of Intention.

50. We are further satisfied that it was no coincidence that the time at which Mr Behjat actively started to dispute the sum coincided with the time at which he wished to enter into a lease extension for his flat. Mr Behajt told us in evidence that he had indeed agreed to pay the outstanding sums at a meeting in the pub with Mr Reed, as recorded in Mr Reed's email of 22 April 2019 **[794 – 795]**. Mr Behjat told us that the offer was conditional. He refused to tell us what it was conditional on, despite being warned that we might make adverse inferences from his doing so. He sought to persuade us that it did not matter; paying the sum was a commercial view he would take if he got the other thing he asked for, it didn't mean he admitted the sums. That may be the case, but in circumstances were Mr Behjat would not tell us what the benefit would be to him, this struck us as brinkmanship.

51. It is not necessary that there be a valid consultation process before a sum in excess of £250 can be recovered by way of a service charge in respect of intended works because of his residence in the building), and we would expect to have from him at least an indication of what he thought was reasonable for each portion of the works.

52. Adjudging as best we can from the evidence we have, and in the awareness of all its deficiencies, we are satisfied that the total sum of £270,000 for the specified works is a reasonable estimate. It is still more than £70,000 cheaper than the next lowest tender provided (and that is before even contract supervision by the surveyor and administration by ABC, both plus VAT), by Barry Dodd Maintenance as we are told (though the full name does not appear on the Notice of Intention) for the same specification.

(iii) relevance of works being to a reasonable standard?

53. We asked Mr Eastman to address us on the effect of *Knapper v Francis* on the relevance of Mr Behjat's main contention, i.e. that the works had not been carried out to a reasonable standard. Mr Eastman did not accept that *Knapper* established a general principle. The case had been decided in reference to a park home. This was not a park home.

54. We were generally concerned that neither Mr Behjat nor his legal representative appeared to appreciate, even by the end of the hearing, that there was a significant difference in what was to be taken into account when approaching estimated on-account charges and not actual charges.

55. For the avoidance of doubt, we are satisfied that *Knapper* does establish a point of principle. It cannot be distinguished from Mr Behjat's case simply on the basis is was an application in connection with a park home. As the decision itself states at line 1, "*This appeal concerns the meaning and effect of section 19(2) of the Landlord and Tenant Act 1985*". The fact that the appeal involved holiday chalets is nothing to the point.

56. The works had not commenced at the date of the demand. The quality of the works was therefore not something that the Claimant/Applicant could take into account when determining what a reasonable estimate for the works might be. We are not able to take into account now what is said to be wrong, absent a challenge to the actual incurred costs. The whole point of on account service charges is to fund works, and it would drive a coach and horses through the legislation were leaseholders able to simply wait for completion, to see whether they consider the works to have been value for money before paying any money over. That would result in landlords generally being unable to complete any works.

57. Even were we wrong in that, there was simply insufficient evidence before us of what is said to have been carried out to less than a reasonable standard. Mr Behjat raised the quality of the stonework and friezes, but provided no evidence in support of his contention that it was improperly done. The same was true for the pointing (his only evidence was that it was 'different colours'), pitched roof repairs (even if they were in spec, which we are not satisfied is established), 'neatness' or removal of external wiring, or 'structural repairs to the external walls' (no explanation of what, or where, this means was given). Mr Davidoff admitted that some stonework had not been washed down, as it had not been considered necessary and the money could be used elsewhere. There was no evidence of the difference this might make to the cost of the 30-page spec.

Conclusion

58. We are satisfied that the works were reasonably necessary and that the estimated on-account service charge demands in connection with them was a reasonable estimate for what the specification required.

59. In the circumstances, we find that Mr Behjat's proportion of the on-account service charge and for the reserve fund, being £7,226.22 for the period 2018 – 2019, is payable. Sitting in my capacity as District Judge, I will give judgment for the sum.

60. There was no separate challenge made by the Amended Defence to the administration fees incurred by ABC, it was simply said to stand or fall with the main part of the defence. We therefore find that the sum of £340.00 for administration fees is payable. I will also give judgment for it sitting as a District Judge.

COUNTY COURT COSTS DIRECTIONS

61. I have heard evidence from the parties regarding the costs position.

62. I now invite submissions from the parties in order to make a decision about the costs in the proceedings, The parties must follow the following directions:

(A) By no later than **4pm on 20 January 2023**, the Claimant/Applicant must provide to the Tribunal office (administering the County Court claim) by email copied to the Defendant/Respondent:

(i) Any submissions it relies on regarding the recoverability of costs, whether on the contractual or the small claims track basis (treating each in the alternative), and the reasons why the Claimant/Applicant should not be limited to the solicitors' costs stated on the Claim Form. The submissions should include reference to, and copies of, any caselaw relied on;

(ii) full details of the costs being sought, including:

- A schedule of the work undertaken;
- The time spent;
- The grade of fee earner and his/her hourly rate;
- A copy of the terms of engagement of the Claimant/Applicant's solicitor
- Supporting invoices for the solicitor's fees and disbursements;
- Counsel's fee note(s) with counsel's year of call, details of the work undertaken and time spent by them, and his/her hourly rate.

(B) By no later than **4pm on 10 February 2023**, the Defendant/Respondent must provide to the Tribunal office (administering the County Court claim) by email copied to the Claimant/Applicant:

(i) any submissions on recoverability in response, including reference to, and copies of, any caselaw relied on;

(ii) any argument on which it relies in respect of the quantum of costs, in particular any sum that it says is not reasonably incurred or reasonable in amount, and any counter-offer it makes;

(C) By no later than **4pm on 17 February 2023**, the Claimant/Applicant may provide a short reply on the question of **the quantum only** of the costs, taking into account the Defendant/Respondent's arguments provided pursuant to (B)(ii) above.

(D) Costs (recoverability and quantum) will thereafter be assessed on the papers provided as soon as reasonably practicable.

Deputy Regional/District Judge N Carr