

2957.

HM COURTS & TRIBUNAL SERVICE
SOUTHERN RENT ASSESSMENT PANEL
LEASEHOLD VALUATION TRIBUNAL

Case No. CHI/43UE/OC9/2011/0010

DECISION AND REASONS

Application : Sections 48, 60 and 91 of the Leasehold Reform, Housing and Urban Development Act 1993 as amended ("the 1993 Act")

Applicant/Leaseholder : Ian Stanley

Respondent/Landlord : Joanna Lea Maxwell and Charlotte Tracey Broughton

Premises: 23 Moat Court, Ashted, Surrey KT21 2BL

Date of Application : 3 October 2011

Date of directions : 27 October 2011 (amended 1 December 2011)

Hearing : considered by the Tribunal on 6 March 2012 without a hearing pursuant to Regulation 13 of the Leasehold Valuation Tribunals (Procedure) (England) Regulations 2003 as amended, and in accordance with directions given by the Tribunal

Members of the Tribunal : Mr P R Boardman MA LLB (Chairman), and Mr K Lyons FRICS

Date of Tribunal's Decision and Reasons : 6 March 2012

Introduction

1. This application, by the Applicant/Leaseholder, is for the Tribunal to determine the amount of any costs payable by the Applicant/Leaseholder to the Respondent/Landlord in relation to the new lease of the Premises pursuant to the 1993 Act
2. According to the papers before the Tribunal :
 - a. the Applicant/Leaseholder served a claim notice under section 42 of the 1993 Act on 13 September 2010
 - b. the Respondent/Landlord served a notice requiring payment of the deposit and evidence of the Applicant/Leaseholder's right to a new lease under paragraphs 2 and 4 of schedule 2 to the Leasehold Reform (Collective Enfranchisement and Lease Renewal) Regulations 1993 on 22 September 2010

- c. the Respondent/Landlord served a counter notice pursuant to section 45 of the 1993 Act on 17 November 2010, admitting that the Applicant/Leaseholder had on the relevant date the right to acquire a new lease of the Premises
 - d. the parties completed the new lease of the Premises on 16 August 2011
3. In the Applicant/Leaseholder's application letter dated 3 October 2011 the Applicant/Leaseholder stated that he objected specifically to the fees of £750 plus VAT "for replying to the section 42 notice", and to the charge of £650 of Vos & Associates for their "valuation", as there was no real valuation, just a claim for price somewhat higher than the price at which previous extensions had been agreed
 4. Neither party had requested that the Tribunal should inspect the Premises and, in the light of the limited issues before the Tribunal, the Tribunal decided not to do so

Documents

5. The documents before the Tribunal are :
 - a. the application and supporting papers
 - b. a letter from Butcher Burns LLP, solicitors, dated 20 January 2012
 - c. the Respondent/Landlord's bundle
6. References in these reasons include the following :
 - a. schedule of solicitors' costs : the schedule of Butcher Burns' costs attached to their letter dated 25 November 2011
 - b. schedule of surveyor's costs : the schedule of Vos & Associates' costs attached to Butcher Burns' letter dated 25 November 2011
 - c. the Applicant/Leaseholder's submissions : the submissions by the Applicant/Leaseholder in his letter dated 19 December 2011
 - d. the Respondent/Landlord's submissions : the submissions by Butcher Burns in their letter dated 20 January 2012
 - e. section 42 : section 42 of the 1993 Act
 - f. section 60 : section 60 of the 1993 Act

Statutory provisions

7. Section 60 provides as follows :

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.

(2) For the purposes of subsection (1) any costs incurred by a relevant person in respect of professional services rendered by any person shall only be regarded as reasonable if and to the extent that costs in respect of such services might reasonably be expected to have been incurred by him if the circumstances had been such that he was personally liable for all such costs.

(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 under this section for costs incurred by any person shall be a liability for costs incurred by him down to that time.

(4) A tenant shall not be liable for any costs under this section if the tenant's notice ceases to have effect by virtue of section 47(1) or 55(2).

(5) A tenant shall not be liable under this section for any costs which a party to any proceedings under this Chapter before a leasehold valuation tribunal incurs in connection with the proceedings.

(6) In this section "relevant person", in relation to a claim by a tenant under this Chapter, means the landlord for the purposes of this Chapter, any other landlord (as defined by section 40(4)) or any third party to the tenant's lease

The issues, the parties' submissions, and the Tribunal's decisions

8. The parties' submissions about each of the issues before the Tribunal, and the Tribunal's decisions in each case are as follows

Schedule of solicitors' costs

9. The schedule of solicitors' costs contained the following details :
- a. fee earner rates :
 - partner: hourly rate £325
 - solicitor: hourly rate £200
 - b. 16 September 2010: receiving client's instructions, considering initial documents on file opening formalities: solicitor: 0.5 hours at £200: £100
 - c. 16 September 2010: letter to client: solicitor: 0.1 hours at £200: £20
 - d. 22 September 2010: drafting notice requesting deposit a deduction of title: solicitor: 0.2 hours at £200: £40
 - e. 22 September 2010: letter to tenant's solicitor: solicitor: 0.2 hours at £200: £40
 - f. 1 October 2010: letter to tenant's solicitor: solicitor: 0.1 hours at £200: £20
 - g. 1 October 2010: considering title documents: solicitor: 0.2 hours at £200: £40

- h. 6 October 2010: considering file: solicitor: 0.1 hours at £200: £20
- i. 8 October 2010: letter to tenant's solicitor: solicitor: 0.1 hours at £200: £20
- j. 20 October 2010: receiving valuer's instructions on premium for counter notice: solicitor: 0.1 hours at £200: £20
- k. 20 October 2010: letter to client: partner: 0.1 hours at £325: £32.50
- l. 15 November 2010: letter to client: solicitor: 0.1 hours at £200: £20
- m. 15 November 2010: [no details given]: partner: 0.4 hours at £325: £130
- n. 15 November 2010: reviewing terms of existing lease for the purposes of the counter notice: solicitor: 0.5 hours at £200: £100
- o. 15 November 2010: drafting counter notice: solicitor: 0.5 hours at £200: £100
- p. 17 November 2010: letter to client: solicitor: 0.1 hours at £200: £24 [sic]
- q. 17 November 2010: attendance on client: solicitor: 0.2 hours at £200: £40
- r. 17 November 2010: amending, finalising, and engrossing counter notice: solicitor: 0.2 hours at £200: £40
- s. 17 November 2010: letter to tenant's solicitor: solicitor: 0.2 hours at £200: £40
- t. total: £846.50 [sic], "but say £750"
- u. VAT at 17.5%: £131.25
- v. total: £881.25

Schedule of surveyor's costs

10. The schedule of surveyor's costs contained the following details :
- a. hourly rate: £150
 - b. receiving copy notice: 0.10 hours
 - c. receiving solicitors confirmation of acceptance of notice: 0.10 hours
 - d. e-mail to lessee's solicitors for contact details: 0.10 hours
 - e. receiving lessee's e-mail address: 0.10 hours
 - f. e-mail to lessee: 0.10 hours
 - g. e-mail from lessee "in Bulgaria": 0.10 hours
 - h. e-mail to lessee to confirm appointment: 0.10 hours
 - i. inspecting property and carrying out measured survey: 0.75 hours
 - j. checking for agents boards within Moat Court and surrounding roads: 0.25 hours
 - k. travelling time: allow 1.5 hours at 50% rate: 0.75 hours
 - l. research OMV, Rightmove, local agents' websites etc: 0.75 hours
 - m. research Land Registry listings: 0.15 hours
 - n. research LVT determinations including Lease-advice.org: 0.35 hours
 - o. research LT determinations: 0.15 hours
 - p. compiling draft schedule 13 premium analysis: 0.25 hours
 - q. collating comparables to assess OMV: 0.35 hours
 - r. rechecking Rightmove for updates: 0.10 hours
 - s. rechecking LVT determinations for updates: 0.10 hours
 - t. finalising schedule 13 premium analysis: 0.25 hours
 - u. reporting to solicitor: 0.15 hours
 - v. total 5.05 hours at £150 an hour: £757.50
 - w. disbursements including petrol, "say": £25
 - x. "true cost": £782.50
 - y. "but claimed": £650

11. In a letter dated 23 November 2011 Vos & Associates stated that the schedule of surveyor's costs related to an assessment of the premium payable. Time spent on valuations could vary, and in view of the fact that the last fee raised for a similar assessment at Moat Court some nine months earlier was £650; it was felt right and proper to raise a fee at the same level

Applicant/Leaseholder's submissions

12. The Applicant/Leaseholder's submissions were that :
- a. the Respondent/Landlord had not provided copies of any client care letters, despite the Tribunal's directions to do so, and had provided only a list of charges, with no explanation for those charges
 - b. there had never been any question about the Applicant/Leaseholder qualifying for a lease extension, as he had lived in the Premises for more than the required duration; it should have been a simple task for a solicitor experienced in such matters to confirm that fact very quickly
 - c. the Applicant/Leaseholder objected to the following items in the schedule of solicitors' costs
 - 0.6 hours, including a letter to their client, for doing nothing more than opening a file
 - the letter dated 22 September was when they requested payment of the deposit, whilst also saying that they did not accept the validity of his claim for a lease extension
 - the letter dated 1 October 2010 requested a copy of the lease from the Applicant/Leaseholder's solicitors; he was obliged to pay the cost for his solicitors to do so; however it was the responsibility of the Respondent/Landlord to do so; the Applicant/Leaseholder should not be charged for a letter from the Respondent/Landlord's solicitors resulting from failure of the Respondent/Landlord to instruct their solicitors fully
 - the Applicant/Leaseholder did not have a copy of a letter from the solicitors dated 8 October 2010, and believed that the charge in that respect was a mistake
 - the schedule of solicitors' costs then showed a series of activities with their client by a solicitor, and also by a partner charging £325 an hour; there was no explanation for this prolonged exchange with their client, which was additional to the other letters to their client when the file was opened when the counter notice was issued
 - on 15 November there was then a charge for one full hour for the solicitors to review and prepare the counter notice; the counter notice was one and a half pages of standard text with some minimal handwritten entries; it would not have taken an experienced solicitor one hour to prepare that standard document
 - there was then an additional charge of £40 for amending the counter notice followed by another £40 to send the counter notice to the Applicant/Leaseholder's solicitors
 - d. there had been several lease extensions by leaseholders in Moat Court in recent years, and the process should now be a matter of routine; there was nothing in the Applicant/Leaseholder's lease extension which was unusual or which could justify excessive costs

- e. the Applicant/Leaseholder did not accept that the following charges were reasonable :
 - £120 to open a standard file
 - £20 for a letter dated 8 October 2010 which the Applicant/Leaseholder had not received
 - £20 for a letter to his solicitor requesting documents which should have been provided by the Respondent/Landlord
 - £182.50 (partner and solicitor with client on 20 October 2010 and 15 November 2010) for no stated reason
 - a total of £280 to prepare and send the counter notice
- f. the charge of £750 plus VAT was only for the purpose of receiving the section 42 notice and issuing a counter notice; Butcher Burns were not required to negotiate terms; and the issue of the lease extension conveyancing was charged additionally at a further £750 plus VAT
- g. the Applicant/Leaseholder requested a refund of £500 plus VAT for charges, which he considered excessive

The Respondent/Landlord's submissions

13. The Respondent/Landlord's submissions were that :
- a. Butcher Burns had acted for the Respondent/Landlord for over 40 years; they accordingly had a general retainer arrangement with them, which was periodically updated; it was not appropriate to provide a copy of that general retainer letter in the circumstances
 - b. the Applicant/Leaseholder had not made any comments on the valuation fees claimed pursuant to section 60(1)(b) of the Act, and the Respondent/Landlord was entitled to assume that they were not being challenged
 - c. Butcher Burns undertook an initial 36 minutes of work receiving the Respondent/Landlord's initial instructions, reviewing the Applicant/Leaseholder's notice of claim, and opening the file
 - d. on 22 September 2010 they exercised the Respondent/Landlord's statutory right to request a deposit and require the Applicant/Leaseholder to deduce title; they undertook a further 12 min drafting the statutory notice and a further 12 min drafting a letter to the Applicant/Leaseholder's solicitors; their letter did not dispute the validity of the Applicant/Leaseholder's notice under section 42, but merely confirmed that it did not represent an acceptance of the validity of the notice, which could be done only by way of a landlord's counter notice
 - e. their letter of 22 September 2010 to the Applicant/Leaseholder's solicitors requested a copy of the Applicant/Leaseholder's existing lease as the Respondent/Landlord did not have a copy; the cost of providing a copy of the existing lease clearly fell within the scope of section 60(1)(a); when the Applicant/Leaseholder's solicitors failed to provide a copy they were forced to write to them again on 1 October 2011 making a further request
 - f. they wrote to the Applicant/Leaseholder's solicitors on 8 October 2011 to acknowledge receipt of the documents as requested by them
 - g. they were clearly under a duty to report to their client throughout the claim and take instructions where necessary; in practical terms the schedule of solicitors' costs showed approximately 36 min spent liaising with their client throughout the

- procedure, which was not unreasonable; that correspondence between them and their client attracted privilege
- h. on 15 November 2010 they were engaged in reviewing the existing lease to establish if any modifications were needed pursuant to section 57 of the Act; whilst the Applicant/Leaseholder might not be aware of that step, it was a landlord's right under the Act and they were again obviously under a duty to ensure that they provided the best possible service to their client; following a review of the lease no specific modifications were deemed necessary and the counter notice was drafted accordingly
 - i. whilst they confirmed that they had acted on several previous lease extensions within the estate worth the Premises were situated, it would have been negligent for them to assume that all leases were the same, rather than treating each matter in its own right; clearly, their experience of dealing with lease extensions at the estate in the past had helped to keep costs to a minimum, which was why they believed that the fees were very reasonable
 - j. the majority of the work had been carried out by an assistant solicitor, under the supervision of a partner (who was engaged on this matter for just 30 minutes); that had the effect of keeping the hourly rates as low as possible; in addition, the fees claimed of £750 plus VAT already reflected a discount on the actual time recorded

The Tribunal's findings

General

14. The Tribunal makes the following general findings about costs which are payable by a leaseholder under section 60 :
 - a. in the first place, section 60 does not seek to limit those costs which are payable by a landlord in relation to a new lease, but seeks only to identify such of those costs which are payable by the leaseholder
 - b. in the second place, it would have been very easy for Parliament to have provided for a leaseholder to have been liable for all the landlord's costs, and then on an indemnity basis, if that had been Parliament's intention
 - c. in the third place, and on the contrary, section 60 provides only that the leaseholder is to be liable for :
 - reasonable costs
 - of and incidental to the specific matters set out in section 60(1)(a), (b), or (c)
 - to the extent that they have been incurred by the landlord in pursuance of the notice under section 42
 - d. in the fourth place, the test of reasonableness is that set out in subsection 60(2)

The conveyancing fees of Butcher Burns : £750 plus VAT

15. The Tribunal makes the following findings :
 - a. the Applicant/Leaseholder stated in the penultimate paragraph of his application letter dated 3 October 2011 that he objected specifically to the charge of £750 plus

- VAT for applying to the section 42 notice and also to the charge of £650 by Vos & Associates
- b. the Applicant/Leaseholder did not specifically challenge in that letter Butcher Burns' conveyancing fees of £750 plus VAT
 - c. the Tribunal's amended directions dated 1 December 2011 directed the Applicant/Leaseholder to serve points of dispute to identify the issues between the parties
 - d. the Applicant/Leaseholder did not refer to Butcher Burns' conveyancing fees of £750 plus VAT in the Applicant/Leaseholder's submissions
 - e. the Tribunal accordingly finds that Butcher Burns' conveyancing fees of £750 plus VAT are not in issue before the Tribunal
 - f. in any event, the Tribunal finds that there is no evidence before the Tribunal to suggest that those fees should not be payable under section 60

The fees of Vos & Associates: £650

16. The Tribunal makes the following findings :
- a. the Applicant/Leaseholder stated in the penultimate paragraph of his application letter dated 3 October 2011 that he objected specifically to the charge of £750 plus VAT for applying to the section 42 notice and also to the charge of £650 by Vos & Associates
 - b. the Tribunal's amended directions dated 1 December 2011 directed the Applicant/Leaseholder to serve points of dispute to identify the issues between the parties
 - c. the Applicant/Leaseholder did not refer to Vos & Associates's fees of £650 in the Applicant/Leaseholder's submissions
 - d. the Tribunal accordingly finds that Vos & Associates's fees of £650 plus VAT are not in issue before the Tribunal
 - e. in any event, the Tribunal finds that there is no evidence before the Tribunal to suggest that those fees should not be payable under section 60

The schedule of solicitors' costs

17. The Tribunal makes the following general findings :
- a. there is no client care letter before the Tribunal to enable the Tribunal to check the agreement between the Respondent/Landlord and Butcher Burns about the hourly rates or units of time charged
 - b. however, the Applicant/Leaseholder has not challenged the hourly rates claimed by Butcher Burns, namely £325 for a partner and £200 for a solicitor
 - c. the Tribunal, relying on its collective knowledge and expertise in these matters, is prepared to allow those hourly rates, but only on the basis that the lawyers concerned have expertise in new leases under the 1993 Act
 - d. the Applicant/Leaseholder has also not challenged the units of time charged, namely one tenth of an hour
 - e. the Tribunal, relying on its collective knowledge and expertise in these matters, is prepared to allow time to be charged on that basis

18. The Tribunal finds that the Applicant/Leaseholder's submissions effectively put in issue each item in the schedule of solicitors' costs, and the Tribunal makes findings in each respect as follows
19. *16 September 2010: receiving client's instructions, considering initial documents and file opening formalities: solicitor: 0.5 hours at £200: £100*
20. The only elements of costs in this respect allowable under section 60(1)(a), (b), or (c) are the consideration of the Respondent/Landlord's instructions and the notice under section 42; a reasonable time for which the Respondent/Landlord might reasonably be expected to have incurred costs in respect of that work if personally liable would have been 12 minutes: 12 minutes allowed
21. *16 September 2010: letter to client: solicitor: 0.1 hours at £200: £20*
22. This item of work is allowable in principle under section 60(1)(a), and the time claimed is a time for which the Respondent/Landlord might reasonably be expected to have incurred costs in respect of that work if personally liable : 6 minutes allowed
23. *22 September 2010: drafting notice requesting deposit a deduction of title: solicitor: 0.2 hours at £200: £40*
24. This item of work is allowable in principle under section 60(1)(a), and the time claimed is a time for which the Respondent/Landlord might reasonably be expected to have incurred costs in respect of that work if personally liable : 12 minutes allowed
25. *22 September 2010: letter to tenant's solicitor: solicitor: 0.2 hours at £200: £40*
26. This item of work is allowable in principle under section 60(1)(a), and the time claimed is a time for which the Respondent/Landlord might reasonably be expected to have incurred costs in respect of that work if personally liable : 12 minutes allowed
27. *1 October 2010: letter to tenant's solicitor: solicitor: 0.1 hours at £200: £20*
28. This item of work is allowable in principle under section 60(1)(a). In making that finding the Tribunal has noted the Applicant/Leaseholder's comment that the Respondent/Landlord should have provided a copy of the lease rather than incurring the Applicant/Leaseholder in the expense of doing so. However, the Tribunal accepts the submission on behalf of the Respondent/Landlord that the Respondent/Landlord was unable to provide a copy, and that it was accordingly reasonable, for the purposes of section 60(1)(a), for Butcher Burns to request a copy from the Applicant/Leaseholder's solicitors. The Tribunal also finds that the time claimed is a time for which the Respondent/Landlord might reasonably be expected to have incurred costs in respect of that work if personally liable : 6 minutes allowed
29. *1 October 2010: considering title documents: solicitor: 0.2 hours at £200: £40*

30. This item of work is allowable in principle under section 60(1)(a), and the time claimed is a time for which the Respondent/Landlord might reasonably be expected to have incurred costs in respect of that work if personally liable : 12 minutes allowed
31. *6 October 2010: considering file: solicitor: 0.1 hours at £200: £20*
32. This item of work is allowable in principle under section 60(1)(a), and the time claimed is a time for which the Respondent/Landlord might reasonably be expected to have incurred costs in respect of that work if personally liable : 6 minutes allowed
33. *8 October 2010: letter to tenant's solicitor: solicitor: 0.1 hours at £200: £20*
34. This item of work is allowable in principle under section 60(1)(a), and in making that finding the Tribunal has noted that the Applicant/Leaseholder's solicitor's letter dated 7 October 2010 specifically requested that Butcher Burns should acknowledge receipt; and the time claimed is a time for which the Respondent/Landlord might reasonably be expected to have incurred costs in respect of that work if personally liable : 6 minutes allowed
35. *20 October 2010: receiving valuer's instructions on premium for counter notice: solicitor: 0.1 hours at £200: £20*
36. This is not an item of work which is incidental to any of the matters listed in section 60(1)(a), (b), or (c). In particular it is not incidental to any valuation of the Premises for the purposes of section 60(1)(b) because it is said to be for "receiving valuers instructions on premium", rather than being incidental to the valuation itself, and is said to be "for counter notice", whereas there is no provision in section 60 for a landlord to recover from a leaseholder fees for preparing, or incidental to, a counter notice. This item is disallowed
37. *20 October 2010: letter to client: partner: 0.1 hours at £325: £32.50*
38. There is no evidence or explanation before the Tribunal why it was necessary to write this letter, why it was necessary for a partner to do so, or in what respect it was an item of work which was incidental to any of the matters listed in section 60(1)(a), (b), or (c). This item is disallowed
39. *15 November 2010: letter to client: solicitor: 0.1 hours at £200: £20*
40. This item of work is allowable in principle under section 60(1)(a), and the time claimed is a time for which the Respondent/Landlord might reasonably be expected to have incurred costs in respect of that work if personally liable : 6 minutes allowed
41. *15 November 2010: [no details given]: partner: 0.4 hours at £325: £130*
42. There is no detail in the schedule of solicitors' costs about the nature of this work, and no evidence or explanation before the Tribunal why it was necessary for the work to be done, why it was necessary for a partner to carry it out, or in what respect it was an item of work

which was incidental to any of the matters listed in section 60(1)(a), (b), or (c). This item is disallowed

43. *15 November 2010: reviewing terms of existing lease for the purposes of the counter notice: solicitor: 0.5 hours at £200: £100*
44. Costs have already been allowed for the work on 1 October 2010 : considering title documents. In any event, there is no provision in section 60 for a landlord to recover from a leaseholder fees for preparing, or incidental to, a counter notice. This item is disallowed
45. *15 November 2010: drafting counter notice: solicitor: 0.5 hours at £200: £100*
46. There is no provision in section 60 for a landlord to recover from a leaseholder fees for preparing, or incidental to, a counter notice. This item is disallowed
47. *17 November 2010: letter to client: solicitor: 0.1 hours at £200: £24 [sic]*
48. There is no evidence or explanation before the Tribunal why it was necessary to write this letter, or in what respect it was an item of work which was incidental to any of the matters listed in section 60(1)(a), (b), or (c). This item is disallowed
49. *17 November 2010: attendance on client: solicitor: 0.2 hours at £200: £40*
50. There is no evidence or explanation before the Tribunal why an attendance on the Respondent/Landlord was necessary, or in what respect it was an item of work which was incidental to any of the matters listed in section 60(1)(a), (b), or (c). This item is disallowed
51. *17 November 2010: amending, finalising, and engrossing counter notice: solicitor: 0.2 hours at £200: £40*
52. There is no provision in section 60 for a landlord to recover from a leaseholder fees for preparing, or incidental to, a counter notice. This item is disallowed
53. *17 November 2010: letter to tenant's solicitor: solicitor: 0.2 hours at £200: £40*
54. The only letter before the Tribunal from Butcher Burns to the Applicant/Leaseholder's solicitors dated 17 November 2010 is a letter serving the counter notice. There is no provision in section 60 for a landlord to recover from a leaseholder fees for preparing, or incidental to, a counter notice. This item is disallowed

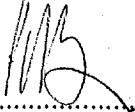
Summary of the Tribunal's findings in relation to each item in the schedule of solicitors' costs

55. The amount payable by the Applicant/Leaseholder in respect of the work referred to in the schedule of solicitors' costs is £260 plus VAT as applicable made up as follows :

16 September 2010: receiving client's instructions, considering initial documents on file opening formalities:	£40
16 September 2010: letter to client:	£20
22 September 2010: drafting notice requesting deposit a deduction of title:	£40
22 September 2010: letter to tenant's solicitor:	£40

1 October 2010: letter to tenant's solicitor:	£20
1 October 2010: considering title documents:	£40
6 October 2010: considering file:	£20
8 October 2010: letter to tenant's solicitor:	£20
20 October 2010: receiving valuer's instructions on premium for counter notice:	-
20 October 2010: letter to client:	-
15 November 2010: letter to client:	-
	£20
15 November 2010: [no details given]:	-
15 November 2010: reviewing terms of existing lease for the purposes of the counter notice:	-
15 November 2010: drafting counter notice:	-
17 November 2010: letter to client: solicitor:	-
17 November 2010: attendance on client:	-
17 November 2010: amending, finalising, and engrossing counter notice:	-
17 November 2010: letter to tenant's solicitor:	-
Total	£260

Dated 6 March 2012



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P R Boardman
(Chairman)

A Member of the Tribunal
appointed by the Lord Chancellor