

2989



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

**Case reference** : **LON/00BK/OC9/2014/0057**

**Property** : **102, Tachbrook Street, London,  
SW1v 2ND**

**Applicants** : **Tachbrook Street (102) Freehold  
Ltd  
Mr Nobil Ahmad & Mr Ali Nobil  
Ahmad**

**Representative** : **Brethertons**

**Respondents** : **St George's Estate (London)  
Limited  
Parkchoice Limited  
Mr M Silvano**

**Representatives** : **Franklins LLP  
Olswang LLP  
Ashworths LLP**

**Type of application** : **Sections 33 and 60 of the Leasehold  
Reform, Housing and Urban  
Development Act 1993**

**Tribunal member** : **Mrs Helen Bowers MRICS**

**Date of determination  
and venue** : **12 November 2014 at  
10 Alfred Place, London WC1E 7LR**

**Date of decision** : **24<sup>th</sup> November 2014**

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## DECISION

	<b>Section 33</b>	<b>Section 60</b>
<b>Respondent 1 - Legal</b>	<b>£1,324.50</b>	<b>£953.25</b>
<b>Respondent 1 – Valuation</b>	<b>£2,460.00</b>	-
<b>Respondent 2 - Legal</b>	<b>£350.00 + £48.00</b>	<b>£300.00 + £64.00</b>
<b>Respondent 2 - Valuation</b>	<b>£400.00</b>	<b>£500.00</b>
<b>Respondent 3 - Legal</b>	<b>£480.00</b>	<b>£400.00</b>
<b>Respondent 3 – Valuation</b>	<b>£847.50</b>	<b>£1,455.00</b>

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## REASONS

### Summary of the tribunal's decisions

#### Background

1. This decision relates to two applications made under the provisions of the Leasehold Reform, Housing and Urban Development Act 1993 (“the Act”). The first application made by Tachbrook Street (102) Freehold Limited is under section 33 and is dated 30th June 2014. The second application is made by Mr N Ahmad and Mr A Ahmad under section 60 and is also dated 30th June 2014. Both applications relate to 102, Tachbrook Street, London, SW1V 2ND (the subject property).
2. It would appear that Messrs Ahmad made an initial claim for a lease extension for flat 2 at the subject property. This application was superseded by a claim by Tachbrook Street (102) Freehold Ltd for the collective enfranchisement of the whole building.

#### Section 33

3. Included with the application under section 33 were copies of various documents, including an Initial Notice under section 13 and a completion statement. The section 13 Initial Notice was served on St George's Estate (London) Limited as the “Competent Landlord”, Parkchoice Limited as the “Head Landlord” and Massimo Silvano.

4. The completion statement indicated that the costs being sought by St George's Estate (London) Limited were £2,946.00 for legal costs and disbursements and £2,460.00 for valuation costs; Parkchoice Limited was claiming £888.00 for legal costs and £480 for valuation costs and Massimo Silvano was claiming £900.00 for legal costs and £1,455.00 for valuation costs. The application noted that the Applicants considered that the appropriate legal fees would be: St George's Estate (London) Limited - £1,250.00; Parkchoice Limited - £500.00 and Massimo Silvano - £300.00 with a total for the valuation fees of £1,500.00.

### **Section 60**

5. There were no supporting documents in respect of the section 60 application. However, the application noted that the Applicants considered that the appropriate legal fees would be: St George's Estate (London) Limited - £700; Parkchoice Limited - £350 and Massimo Silvano - £50 with a total for the valuation fees of £1,000.00.

### **The Law**

6. Sections 33 and 60 are reproduced in the Appendix to this decision

### **The Hearing**

7. The Tribunal issued Directions to the parties on 4th July 2014. These were amended on 11th August 2014 and further on 11th September 2014.
8. The Directions indicated that these two applications would be considered by the way of a paper determination unless either party requested a hearing. No hearing was requested and therefore this matter was considered on the papers submitted by the parties. The paper work submitted to the Tribunal was not in a trial bundle and was sent in on a piecemeal basis. Initially it was unclear how the sums being described as being paid in the initial applications (paragraphs 3, 4 and 5 above) related to the submissions. However, the Tribunal has proceeded on the basis of the written submissions as to the extent of how much remains in dispute.

### **Section 33 Costs**

#### **First Respondent's Cost's**

9. No specific representations were received from Franklins acting on the behalf of the First Respondent. In the completion notice attached to the section 33 application the legal costs plus disbursements are stated to

be £2,946.00 and the valuation costs are stated to be £2,460 and are noted to be as per an email from Douglas Struth and Partners dated 8<sup>th</sup> November 2013. It is not clear whether these costs relate to both the section 33 and section 60 costs or purely for the section 33 costs.

10. The Scott Schedule set out a total sum as the First Respondent's costs as being £3,809.50. Of this sum £379.25 was not disputed. A further £843.25 was only disputed to the extent that the appropriate charge out rate should be £217 per hour in contrast with the rate of John Cunliffe at £225.00 per hour. The rate of £217 is derived from guidance from the "Guide to the Summary Assessment of Costs" for a grade A fee earner in Oxford. A further sum of £915.75 is disputed as it was claimed that the items of work do not come within the scope of section 33 or were costs dealing with County Court proceedings. The narrative explained that £123 was incurred in dealing with the counter notice and other items under this heading were dealing with separate representation, recoverable costs, service charges, County Court matters, completion statements and transfer of share of the premium and apportionment of ground rent. A sum of £112.75 was disputed as it was stated that these were a duplication of fees under the claim for the lease extension and the collective enfranchisement. The narrative for these fees was that there was a receipt of the section 13 claim and notification to the other interested parties of the claim (£71.75) and then correspondence with the various parties in relation to the interaction between the section 13 and section 42 notices. Finally a total sum of £1,558 was disputed as being activities post the application to the Tribunal and therefore not recoverable under section 33. In the description most of the work listed was described as correspondence with the Tribunal or activities relating to the application. There was also time spent in preparing the transfer (£61.00) and engrossments, although the second items also included correspondence in relation costs that would be recoverable (£82) and the remaining items relate to the negotiations between the parties in respect of the transfer, the terms and the share of the consideration.
11. The valuation costs are stated to be £2,460 and were noted to be as per an email from Douglas Struth and Partners dated 8<sup>th</sup> November 2013. There were no further details in respect of these fees. The Applicants raise no issues as to the level of these fees, other than in the application form where it was indicated that a total of £1,500 would be deemed appropriate for the valuation fees.

#### Second Respondent's Costs

12. Messrs Olswang LLP indicated that the legal costs being sought were £350.00 plus VAT plus disbursements of £48.00. Attached to their submissions was a timesheet showing the total time expended on this matter, showing an overall cost of £1,280.50. The narrative explained that Mr C Hobson was the fee earner dealing with this case and that his

hourly charging rate was £410 until August 2012 and thereafter was £430. The work undertaken is described as including Land Registry searches, checking that the tenants were qualifying tenants, checking that the tenants had signed the section 33 notice, checking the counter notice date, checking that the intermediate landlords had been offered a schedule 13 premium and dealing with the practicalities of the transfer. It was submitted that all these activities fell within the provisions of section 33(1)(a)(b)(c) and (e). Also included was a print out showing Land Registry fees of £48.00. Responding to the Applicants' reference to the Guide to the Summary Assessment of Costs, it was stated that no copy was provided and that it was only guidance. In a case considered in the Central London County Court an hourly rate of £400 was determined for Mr Hobson and it was stated that this is a specialist area of law. The subject property is located in Pimlico and that Mr Hobson had acted for the Second Respondent for over 12 years. It was submitted that the Tribunal should look at the sum being claimed "in the round" and as such the costs were not disproportionate or excessive.

13. In the Scott Schedule completed by the Applicants it was stated that the work relating to the Land Registry Search (£9.50) was an inadequate description to assess what work had been undertaken. Regarding three further items – email to the valuer; perusing title and section 13 Notice to consider validity and perusing valuation report and emailing Franklins with figures for the counter notice (£43.00, £172.00 and £86.00), it was suggested that a guideline rate from the "Guide to the Summary Assessment of Costs" for a grade A fee earner in WC1 is £317 per hour. Another item claimed was £129 for perusing the counter notice and giving a notice of separate representation. The Applicants suggest that separate representation was not a cost recoverable under section 33. In respect of the remainder of the timesheet entries it was noted that the costs are incurred after the application to the Tribunal and therefore not recoverable.
14. The second Respondent was also seeking a valuation fee of £400 plus VAT. A copy of an invoice from Messrs Nesbitt & Co dated 1<sup>st</sup> March 2013 was provided. Part of the narrative of the invoice described the work undertaken as "*Studying copy Notice and other supplied documentation and to prepare the required valuation in respect of the premium and apportionment payable in respect of our client's interest*".
15. There were no submissions made by the Applicants against the valuation fees, other than in the application form where it was indicated that a total of £1,500 would be deemed appropriate for the valuation fees.

### Third Respondent's Costs

16. In the submissions from Ashworth's (acting for M Silvano) dated 8<sup>th</sup> October 2014 a timesheet was produced showing the time spent on the legal aspects of this case. The time sheet shows a total of 4.9 hours at £200 per hour, which totals £980.00 plus VAT. This is rounded to a claim of £750.00.
17. In the Scott Schedule relied on by the Applicants there was a discrepancy between the hourly rate claimed in the Ashworth's timesheet of £200 and a unit rate of £17.50. However, there were no specific comments from the Applicants about Ashworth's hourly rate. On the Scott Schedule the Applicants make no representations in respect of 2.4 hours. Of the remaining time 1.3 hours was stated to be recorded after the application to the Tribunal and therefore is not recoverable. This work was described as liaising with negotiations, the listing questionnaire and dealing with the application to the Tribunal. The remaining time of 1.2 hours was described as work not recoverable under section 33. This work was described as reviewing the counter notice (0.1 hours), advice on suspension of the section 42 notice, advice on the management of the building, correspondence in respect of costs and dealing with a vesting and consent order.
18. Vos & Associates carried out the valuation work for the collective enfranchisement. A timesheet from Vos indicated that 5.55 hours was spent at an hourly rate of £175.00, equating to a sum of £971.25. This sum was then adjusted to the sum being claimed of £847.50. A copy of the invoice from Vos was attached dated 20<sup>th</sup> January 2014.
19. No submissions were made by the Applicants in respect of the valuation costs, other than in the application form where it was indicated that a total of £1,500 would be deemed appropriate for the valuation fees.

### **Section 60 Costs**

#### First Respondent's Costs

20. From the Scott Schedule the total sum claimed for legal fees from Franklins was £1,865.25 in respect of the lease extension. It appears that the Applicants do not dispute a sum of £768.75. Of the remaining sums being claimed £215.25 was disputed as not being recoverable under section 60. The narrative for these items included correspondence with other interested parties and preparing the counter notice (£123). A sum of £645.75 was disputed as this was stated to be costs incurred after the application was submitted to the Tribunal. The explanation for the work undertaken under this category related to the making of the application, correspondence with the Tribunal, drafting of the draft lease and sending out of the draft lease (£61.50),

correspondence in respect of amendments to the draft lease, correspondence linked to the negotiations and division of the premium and correspondence in respect of costs under a section 60 claim. A sum of £92.25 was disputed and it was explained that these costs related to work, which were a duplication because of an overlap between the claim for a new lease and the claim for the collective enfranchisement. The narrative from Franklins stated that the costs incurred were in respect of correspondence about the suspension of the lease extension claim because of the notice served under section 13. The final sum to be disputed was £143.25. This sum was disputed, as these were costs incurred in respect of the section 60 applications. The explanation for these costs was for correspondence to ascertain the level of costs incurred as part of the section 60 claim and the preparation of a statement in respect of those costs.

21. No specific sum was identified as the valuation fees incurred by the first Respondent. There were no submissions made by the Applicants against the valuation fees, other than that the appropriate total for the valuation fees of would be £1,000.00.

#### Second Respondent's Costs

22. Messrs Olswang LLP indicated that the legal costs they were seeking in this case were £300.00 plus VAT plus disbursements of £64.00. Attached to their submissions was a timesheet showing the total time expended on this matter, showing an overall cost of £789.00. The narrative explained that Mr C Hobson was the fee earner dealing with this case and that his hourly charging rate was £410 until August 2012 and thereafter £430. The work undertaken was described as including Land Registry searches, checking that the right tenant is seeking the new lease, checking that the tenants had signed the section 42 notice, checking the counter notice date, checking that the intermediate landlords had been offered a schedule 13 premium. It was submitted that all these activities fell within the provisions of section 60(1)(a). Also included was a print out showing Land Registry fees of £64.00. Responding to the Applicants' reference to the Guide to the Summary Assessment of Costs, it was stated that no copy was provided and that it was only guidance. In a case considered in the Central London County Court an hourly rate of £400 was determined for Mr Hobson and it was acknowledged that this is a specialist area of law. The subject property is located in Pimlico and that Mr Hobson had acted for the Second Respondent for over 12 years. It is submitted that the Tribunal should look at the sum being claimed "in the round" and as such the costs were not disproportionate or excessive.
23. In the Scott Schedule, the Applicants identified four items as being charged at a rate in excess of that suggested in the "Guide to the Summary Assessment of Costs" for a grade A fee earner in WC1 as £317 per hour. These four items were email to instruct the valuer, email to

Franklins re validity of the notice, checking title and validity of the section 42 Notice, perusing the valuation with figures for the counter notice and perusing the notice of assignment of benefit (£82.00, £287.00, £82.00 and £41.00 – total £492.00). In respect of the remainder of the timesheet entries it was noted that the costs were incurred after the application to the Tribunal and therefore not recoverable.

24. The second Respondent was also seeking a valuation fee of £500 plus VAT. A copy of an invoice from Messrs Nesbitt & Co dated 30<sup>th</sup> January 2013 was provided. The part of the narrative of the invoice describes the work undertaken as *“Studying copy Notice and other supplied documentation and to prepare the required valuation in respect of the premium and apportionment payable in respect of our client’s interest”*.
25. There were no submissions made by the Applicants against the valuation fees, other than that the appropriate total for the valuation fees of would be £1,000.00.

#### Third Respondent’s Costs

26. In the submissions from Ashworth’s dated 8<sup>th</sup> October 2014 a timesheet was produced showing the time spent on the legal aspects of this case. The time sheet shows a total of 3.6 hours at £200 per hour, which totals £720.00 plus VAT. This was rounded to a claim of £500.00.
27. In the Scott Schedule relied on by the Applicants, there was a discrepancy between the hourly rate claimed by Ashworths of £200 and a unit rate of £17.50. There were no specific comments from the Applicants about Ashworths’ hourly rate. It appears that 1.8 hours was undisputed. Of the remaining time 1.1 hours was stated to be recorded after the application to the Tribunal and therefore were not recoverable. This work was described as dealing with the application, agreeing the premium and liaising with the Tribunal. The remaining time of 0.7 hours was described as work not recoverable under section 60. This work was described as correspondence dealing with the confirmation as to who was acting for the parties, work in relation to the counter notice (0.2 hours) and correspondence dealing with separate representation.
28. The valuation work for the lease extension was carried out by Vos & Associates. A timesheet from Vos indicated that 8.95 hours was spent at an hourly rate of £175.00, equating to a sum of £1,566.25. This sum was then adjusted to the sum being claimed of £1,455.00. A copy of the invoice from Vos was attached dated 20<sup>th</sup> January 2014.



29. There were no submissions made by the Applicants against the valuation fees, other than that the appropriate total for the valuation fees of would be £1,000.00.

## **Decision and Reasons for the Tribunal's Determination**

### **Section 33 Costs**

#### **First Respondent**

30. Of the legal costs, the sum £379.25 was not disputed. A further £843.25 was only disputed to the extent that the Applicants object to the hourly rate however. However, there is a marginal difference between the rate that the Respondent applied at £225 and the rate proposed by the Applicants of £217. This is a specialist area of work and viewing the rate on an overall basis, it is determined that the hourly rate adopted is not excessive. Therefore the sum of £843.25 is accepted as costs payable under section 33. The next item disputed is the sum of £915.75, relating to costs outside the scope of section 33. It is accepted that most of these costs do relate to issues beyond the scope of section 33 and cannot be recoverable from the Applicants. However, within this heading was a sum of £123 was incurred in dealing with the counter notice. A distinction should be made between section 33 and section 60 in this regard. Section 33 makes no reference to the service of a counter notice and as such these costs are not recoverable. The sum of £112.75 is disputed as a duplication of fees under the claim for the lease extension and the collective enfranchisement. It is accepted that these costs are a duplication and as such do not come within the scope of section 33. The final sum disputed was £1,558 as relating to activities after the application to the Tribunal. Certainly the narrative mainly seems to relate to correspondence dealing with the application. However some time was spent in preparing the transfer (£61.00) and engrossments (£82) and this would come under section 33(1)(e) and as such are recoverable. It is noted that the second sum of £82 includes some additional work relating to the costs claim. There is no apportionment of this figure. The Tribunal therefore makes an assumption that 50% of this item related to the engrossments and therefore only £41 of the £82 is recoverable. In total the legal costs incurred by the first Respondent and payable under section 33 is £1,324.50 (£379.25, £843.25, £61.00 and £41.00).
31. The valuation costs are stated to be £2,460. No specific objection is made in respect of these fees. Although no supporting documentation has been provided, the Tribunal is satisfied that in the absence of any specific objection these fees are within a range of fees that could be anticipated for a valuation under a collective enfranchisement claim. As such a sum of £2,460 is determined as payable under section 33.

## Second Respondent

32. The sum claimed for the second Respondent was £350.00 plus VAT plus disbursements of £48.00. The hourly rate adopted was £410 until August 2012 and thereafter was £430. The Applicants object to the hourly rate. This area of law is complex and it is accepted that parties will wish to instruct experts who can deal with this specialist area. In addition the subject property is located in Pimlico and the second Respondent has instructed Olswangs for several years. Given all these factors then the choice of these solicitors is reasonable. Whilst the hourly rate, is high, it is within an acceptable range. Given that the amount being claimed is less than one hours work then, as suggested by the Respondent looking at the sum being claimed "in the round", these costs are reasonable and not excessive. The level of disbursements at £48 is not excessive and is at a level that would be easily anticipated. As such the Tribunal determines that £350 plus VAT and disbursements are payable under section 33.
33. The valuation fee claimed is £400 plus VAT. The Applicants did not specifically dispute these. The Applicants made a general reference to the valuation fees in total not exceeding £1,500. In the absence of any specific evidence and in general expert opinion of the Tribunal the level of fees are not unreasonable and excessive and therefore are payable.

## Third Respondent

34. The legal costs claimed by the third Respondent amount to £750.00, calculated using an hourly rate of £200. Although the Applicants refer to £17.50 per 6-minute units, no specific explanation is given about this rate. As mentioned elsewhere this is an expert area of work and an hourly rate of £200 is not unreasonable and is accepted for the work carried out on behalf of the third Respondent.
35. A time of 2.4 hours is undisputed. The Tribunal accepts the Applicants' position that 1.3 hours related to the application to the Tribunal and is not recoverable. A further 1.2 hours is described as reviewing the counter notice (0.1 hours), advice on suspension of the section 42 notice, advice on the management of the building, correspondence in respect of costs and dealing with a vesting and consent order. These are aspects that are not within the scope of section 33 and previous mention has been made of the difference between sections 33 and 60 in respect of the counter notice. Therefore these costs are not recoverable from the Applicants. Therefore the net time dealing with the claim and allowable under s33 is 2.4 hours. At an hourly rate of £200, the sum determined by the Tribunal is £480 plus VAT.
36. The valuation fee being claimed was £847.50. No submissions were made by the Applicants in respect of the valuation costs, other than in the application form where it was indicated that a total of £1,500 would

be deemed appropriate for the valuation fees. Given the lack of evidence submissions on the level of fees and in the general experience of the Tribunal, these fees are not excessive and are therefore payable under section 33.

## **Section 60 Costs**

### **First Respondent**

37. Of the total identified for legal fees of £1,865.25, it appears that £768.75 is undisputed. £215.25 is being disputed as not being recoverable under section 60. In consideration of the narrative, the Tribunal accepts that these costs are not within the scope of section 60, except for a sum of £123 for dealing with the counter notice. Section 60 extends to costs that are incurred and are incidental to the "*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*". This would appear to cover the preparation of a counter notice. As such the sum of £123 is recoverable.
38. Regarding the sum of £645.75 that is disputed as costs incurred after the application was submitted to the Tribunal. The Tribunal accepts the Applicants' submissions on this point as the narrative clearly states that most of the work undertaken relates to the application. However within this area of work is a sum of £61.50 for the drafting of the lease and sending out of the draft lease. This is work that would come under section 60(1)(c) and is recoverable. The drafting costs can be distinguished from other costs dealing with the negotiations of the premium and the lease that are beyond section 60. The Tribunal accepts the Applicants' submissions that £92.25 as costs that were a duplication and £143.25 for costs relating to the section 60 applications are beyond the scope of section 60 and are not recoverable. The total amount recoverable under this head is £953.25 (£768.75, £123 and £61.50)
39. No specific sum was identified as the valuation fees incurred by the first Respondent. There were no submissions made by the Applicants against the valuation fees, other than that the appropriate total for the valuation fees of would be £1,000.00. The Tribunal is unable to make a determination in respect of a sum for the valuation fees. It would appear to the Tribunal that as the Applicants do not raise any further submissions, there is no dispute on this item.

## Second Respondent

40. The legal fees being claimed by the Second Respondent amount to £300 plus VAT and disbursements of £64.00. The hourly rate adopted was £410 until August 2012 and thereafter was £430. The Applicants object to the hourly rate. Yet as explained previously, this is an expert area of law and as the property is located in Pimlico, the choice of London solicitors who have acted for the Respondent for several years is acceptable and the hourly rate, whilst high is within an acceptable range. The sum claimed amounts to less than one hours work and as such this is a reasonable amount of time when this matter is taken as a whole. Therefore the Tribunal determine that £300 plus VAT is reasonable. No specific submissions are made regarding the disbursements and these are costs that would normally be anticipated. As such the Tribunal determines that these sums are recoverable from the Applicants under section 60.
41. The second Respondent is also seeking a valuation fee of £500 plus VAT. There were no submissions made by the Applicants against the valuation fees, other than that the appropriate total for the valuation fees of would be £1,000.00. Given that the Applicants do not dispute the valuation fees and as the fees are within the range normally expected for this type of work, the Tribunal determine that they are appropriate and payable.

## Third Respondent

42. The legal fees being claimed were £500.00. The hourly rate adopted was £200 and although there were no specific submissions on this level of fees, the rate is not excessive given this type of expert work. The Applicants seem to accept 1.8 hours as being recoverable. The Tribunal accepts the submissions made by the Applicants that the majority of the additional work is described as work that falls outside of the scope of section 60. However a time of 0.2 hours was identified as dealing with the counter notice. As mentioned above, section 60 differs from section 33 and the reference in section 60 to costs that are incidental to the "*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*" could be extended to the preparation of a counter notice. As such the additional 0.2 hours is recoverable. In total the time allowed is 2 hours at an hourly rate of £200, giving a total of £400 plus VAT, as being recoverable from the Applicants.
43. The valuation fees claimed were £1,455.00. There were no submissions made by the Applicants against the valuation fees, other than that the appropriate total for the valuation fees of would be £1,000.00. Given the lack of evidence and submissions and the Tribunal's general knowledge of such fees, it is determined that whilst such fees are on the

high side, they are not excessive and are therefore payable under section 60.

44. A summary of the costs recoverable as determined by the Tribunal are shown in the table below. These costs are net of VAT.

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	<b>Section 33</b>	<b>Section 60</b>
<b>Respondent 1 - Legal</b>	<b>£1,324.50</b>	<b>£953.25</b>
<b>Respondent 1 – Valuation</b>	<b>£2,460.00</b>	<b>-</b>
<b>Respondent 2 - Legal</b>	<b>£350.00 + £48.00</b>	<b>£300.00 + £64.00</b>
<b>Respondent 2 - Valuation</b>	<b>£400.00</b>	<b>£500.00</b>
<b>Respondent 3 - Legal</b>	<b>£480.00</b>	<b>£400.00</b>
<b>Respondent 3 – Valuation</b>	<b>£847.50</b>	<b>£1,455.00</b>

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### **Appeal Provisions**

45. A person wishing to appeal against this decision must seek permission to do so by making written application to the First-tier Tribunal at the Regional office that has been dealing with the case.
46. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
47. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to admit the application for permission to appeal.
48. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result that the person is seeking.

**Name:** Chairman - Helen Bowers    **Date:** 24<sup>th</sup> November 2014

## **Appendix**

### **Leasehold Reform, Housing and Urban Development Act 1993**

#### **S33.— Costs of enfranchisement.**

(1) Where a notice is given under section 13, then (subject to the provisions of this section and sections 28(6), 29(7) and 31(5)) the nominee purchaser shall be liable, to the extent that they have been incurred in pursuance of the notice by the reversioner or by any other relevant landlord, for the reasonable costs of and incidental to any of the following matters, namely—

(a) any investigation reasonably undertaken—

(i) of the question whether any interest in the specified premises or other property is liable to acquisition in pursuance of the initial notice, or

(ii) of any other question arising out of that notice;

(b) deducing, evidencing and verifying the title to any such interest;

(c) making out and furnishing such abstracts and copies as the nominee purchaser may require;

(d) any valuation of any interest in the specified premises or other property;

(e) any conveyance of any such interest;

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 the reversioner or any other relevant landlord 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 initial notice ceases to have effect at any time, then (subject to subsection (4)) the nominee purchaser'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) The nominee purchaser shall not be liable for any costs under this section if the initial notice ceases to have effect by virtue of section 23(4) or 30(4).

(5) The nominee purchaser shall not be liable under this section for any costs which a party to any proceedings under this Chapter before [the appropriate tribunal] 1 incurs in connection with the proceedings.

(6) In this section references to the nominee purchaser include references to any person whose appointment has terminated in accordance with section 15(3) or 16(1); but this section shall have effect in relation to such a person subject to section 15(7).

(7) Where by virtue of this section, or of this section and section 29(6) taken together, two or more persons are liable for any costs, they shall be jointly and severally liable for them.

### **S60.— 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 [the appropriate tribunal] 1 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.