



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

**Case Reference** : LON/OOAK/OC(/2022/0115

**Property** : 25 Sawyer Close, London N99XP

**Applicant** : Sinclair Gardens Investments (Kensington)  
Limited

**Respondent** : Stanley William Holland

**Type of Application** : Application for determination of reasonableness  
of costs

**Tribunal Member** : Judge Shepherd

**Date of Directions** : 20<sup>th</sup> September 2022

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**Determination**

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1. This is an application to determine the reasonableness of costs pursuant to section 60 of the Leasehold Reform Housing and Urban Development Act 1993 (The Act). The applicant is Sinclair Gardens Investments Kensington Limited (“the Applicant”). They are the freeholders of premises at 25 Sawyer Close, Edmonton, London N99XP (“The premises”). The Respondent is Stanley William Holland ( The Respondent) the leaseholder of the premises. The application is dated the 24th of June 2022.
  
2. The Respondent served notice claiming a new lease on the 24th of October 2017. The Applicant served a counter notice on the 18th of December 2017. Thereafter it appears that there was no further correspondence on the matter and on the 7th of March 2022 the Applicant’s solicitors wrote to the Respondent’s solicitors saying that they were no longer willing to proceed with the matter due to the lack of response and seeking their costs and serving a completion statement asking for payment within 14 days. The costs including surveyor’s fees, legal fees and disbursements were £2262.90. Thereafter the Applicants made their application to the tribunal and directions were given. It does not appear that the Respondents complied with the directions applying to them and this is therefore an unopposed claim.

## **The Law**

3. Section 60 of the Act states the following:

*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 [the appropriate tribunal]<sup>1</sup> 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.*

## **Determination**

4. The application is effectively unopposed and the Tribunal have been provided with limited information however on the basis of the information given the costs incurred by the Applicant in responding to the application for a lease extension appear entirely reasonable and payable.

Judge Shepherd

20<sup>th</sup> September 2022

#### ANNEX - RIGHTS OF APPEAL Appealing against the tribunal's decisions

1. A written application for permission must be made to the First-tier Tribunal at the Regional tribunal office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional tribunal office within 28 days after the date this decision is sent to the parties.
3. If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must state the grounds of appeal, and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers
5. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.