



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

Case reference : **LON/00AG/OCE/2015/0119**

Property : **59 & 60 Belsize Park, London, NW3
4EJ**

Applicant : **59-60 Belsize Park Freehold
Limited**

Representative : **Clarke Mairs LLP**

Respondent : **Kapoor Investment Limited**

Representatives : **Druces LLP**

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

Tribunal member : **Mrs Helen Bowers MRICS**

**Date of determination
and venue** : **29th April 2015 at
10 Alfred Place, London WC1E 7LR**

Date of decision : **8th May 2015**

DECISION

The section 33 costs determined by the Tribunal are £10,853.30 plus VAT as applicable.

REASONS

Background

1. This decision relates to an application made under the provisions of the Leasehold Reform, Housing and Urban Development Act 1993 ("the Act"). The application dated 19th February 2015 identified that the section 33 costs being claimed as £34,510.80 (inclusive of VAT) and a further sum of £9,840 in respect of ground rent for 12 years.
2. Directions were issued on 4th March 2015. These Directions allocated the matter to be dealt with on papers unless either party requested a hearing. There was no request for a hearing and accordingly, this issue has been considered on the basis of the papers provided by the parties. Direction 5 required the Applicant to send the bundle of documents for the Tribunal's consideration by 15th April 2015.
3. The Statement of Costs dated 18th March 2015 show the total claimed under section 33 as £31,461.36. Additionally, there is reference to a sum of £1,580 to date (4 hours at £395 per hour) relating to the assessment of costs. Additionally it is claimed that the ground rent remains outstanding.
4. The Initial Notice, with various dates in June 2012, sought to acquire three separate titles owned by the Respondent. Namely the freehold interest, a long lease interest and an Airspace Lease. The total premium offered for all three interests was £255,500. The Counter-Notice, dated 6th September 2012, opposed the acquisition of the Airspace Lease and suggested a premium of £435,000 for the remaining interests.

The Law

5. Section 33 is reproduced in the Appendix to this decision.

Respondent's Case

6. The Respondent explained why the response was served late and that there would be no prejudice to either the Applicant or the Tribunal. The Respondent provided a Statement of Costs that identified the fee earners' hourly rates ranging from £200 to £395. It is further explained that most of the work was carried out by a Grade C fee earner at an hourly rate of £200. A Grade A fee earner was involved on the complex issue of the Airspace Lease. There was no overlap between the individuals working on the case, but there was holiday cover and a Grade A fee earner at £275 per hour dealt with the transactional aspects. The Respondent is entitled to

use a London firm. The property is based in London and the complexity of the Airspace Lease meant that it was appropriate for a QC to be instructed for the Tribunal hearing.

7. Within section 33 (1)(a)-(d) were solicitors' costs of £10,683 plus VAT; disbursements of £160.80 plus VAT as relevant; £4,140 plus VAT for Counsels' fees and £8,250 plus VAT for the valuation fees. There was a further sum under section 33 (1)(e) of £3,000 plus VAT. This gives a total sum claimed of £31,461.36 including VAT. Timesheets and invoices were provided.
8. In respect of the solicitors' costs of £10,683 a large majority of this (approximately £6,000) and all of the counsels' fees of £4,140 arose due to the complex issue in determining whether the Nominee Purchaser was entitled to acquire the Airspace Lease. This work involved an investigation into the factual matrix surrounding the Airspace Lease. This information was needed to ascertain whether the Airspace Lease was necessary to allow the Nominee Purchaser to manage the whole of the premises. Additionally consideration was required of the case law on this point. The research and advice resulted in the position that the Applicant had no right to the Airspace Lease and this was confirmed at a subsequent Tribunal hearing. The initial advice from counsel was on the general principles and resulted in the need for further investigations. The investigation took account of detailed proposals and the planning permission and how this would affect the subject property. There was no duplication of the work as the solicitors and counsel carried out different tasks. It is recognised that not all costs can be recovered by section 33. However, the Respondent is entitled to recover the costs of determining whether the Applicant was entitled to acquire the Airspace Lease.
9. Within the solicitors' costs of £10,683, a sum of £3,500 related to the standard investigatory process. This involved the review of the Initial Notice and consideration of whether the notice was valid, due to the lack of signatories and also of investigating and deducing title and correspondence with the Applicant's solicitor. The costs reflect these aspects and that there was three interest sought to be acquired plus the development contained ten occupational leases and three garage lease. It was considered whether the Applicant was entitled to acquire a rear garden area, front entrance way and access to a bin store. Seventeen hours was spent on these activities. A sum of £1,700 was not sought from the Applicant. The Applicant's suggestion of a fee of £575 is unrealistic and unreasonable. A further sum of £1,000 was incurred in instructing the valuer in respect of the three separate titles. It is claimed that this work is incidental to the valuation of the various interests. The valuation fee was £8,250 plus VAT and reflected the valuation of three separate interests and the complexity of the issues involved. The fee was based on the standard published rates of Last & Mazin and agreed with the Respondent. Access to the flats was requested but did not occur. Consequentially the valuer had to expend additional time in providing exact measurements and arrangements of each flat. The site was

attended many times for inspection purposes. The complexities surrounding the roof issues added to the valuation time. A comparison with the work undertaken by the Applicant's valuer is not useful as there are elements excluded from that valuation.

10. Finally, under section 33(1)(e) a sum of £3,000 plus VAT is claimed for the conveyancing work. This represents £1,500 per interest to be acquired. The Applicant's suggestion that this should be £598 is unreasonable.
11. The Respondent makes a claim of £1,580 relating to the assessment of costs. It appears that this sum is claimed under Rule 13 of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013. It is submitted that the Applicant had made no attempt to make an offer for the costs arising from section 33 of the 1993 Act. It is explained that the Tribunal has not been asked to determine the ground rent arrears and therefore this aspect is irrelevant to the current application. The delays to the whole process claimed by the Applicant are irrelevant to the current consideration. The Respondent has not sought to recover any of the County Court costs or any costs outside of the scope of section 33.

Applicants' Case

12. A brief chronology was provided. Of interest it is noted that the Applicant was seeking to acquire the freehold and head leasehold interest and an Airspace Lease. The Initial Notice was served on 29th June 2012 and along the way there have been various legal initiatives at the County Court and at this Tribunal. The Counter-Notice admitting the entitlement for the Nominee Purchasers to acquire the freehold was dated 6th September 2012.
13. The Applicant made a number of general remarks. In particular they had used Clarke Mairs as their solicitors, based in Newcastle. They had a range of charging rates from £250 for a partner and £164 for a trainee solicitor and that Ms K Rushworth who was the primary fee earner dealing with this case is a Grade B solicitor with an hourly rate of £230. In contrast the Respondent is claiming costs with charging rates ranging from £395 - £200 per hour, with five Grade A and one Grade C fee earners. The use of so many Grade A fee earners has artificially inflated the costs as there is a duplication of work as each individual familiarises themselves with the case. Initially a Grade C fee earner had the main responsibility, until she went on maternity leave. Thereafter there was a heavy involvement of the Grade A fee earners. It would be inappropriate for the Applicant to bear the additional costs consequential of the Grade C earner being unavailable. It is submitted that an overall hourly rate of £230 should be applied.
14. The Applicant then addressed the specifics of each category of cost under the various sub-sections of section 33.

15. Section 33(1)(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;*

The Respondent claimed a total of £10,683 plus VAT and disbursements of £160.80 plus VAT of £12.96 and counsel's fees of £4,140 plus VAT under this heading. Within this element there is a cost of £3,500 for "standard investigatory processes carried out in any standard s13 notice situation". The Applicant suggests that other than the Airspace Lease, which is considered later, this a straightforward matter. All the titles are registered and the only dispute raised in the Counter-Notice is as to the acquisition of the Airspace Lease. The Initial Notice was properly signed and the Respondent took no issue on that point. It is suggested that Applicant did not require any deduction of title and none was made and there should be no costs in this respect. The Respondent suggests that this element includes correspondence with the Nominee Purchaser. However it is claimed that there was no correspondence from the service of the Initial Notice on 29th June 2012 to the Counter-Notice on 6th September 2012. The timesheets record 5 hours and 12 minutes recorded by Derek Collinson at £385 per hour (£2,002). There is no description of what activity is undertaken and as such this sum should be disallowed. It is suggested that all the necessary work could be undertaken within 2.5 hours at an hourly rate of £230 and therefore only £575 should be allowed for this work.

16. In respect of the necessary investigations as to the Airspace Lease, the Respondent is claiming approximately £6,000 plus £4,140 for counsel's fees. It is suggested that this is a significant duplication of costs and it would be inappropriate for Druces to carry out detailed research on the point and then to seek counsel's opinion. Counsel was appointed almost immediately. It is accepted that this was a difficult issue and it needed to be addressed. However, counsel appears to have been instructed twice, once to advise on the general principles and what investigations were necessary and then to advise on the Applicant's entitlement to acquire the interest. It is suggested that the initial counsel's fee of £1,200 should be disallowed. The Applicant concedes that the second fee of £1,750 should be allowed. Regarding the further meetings and correspondence with counsel, this is considered excessive and should be disallowed. As an alternative it is suggested that the solicitor's costs of £1,750 plus VAT should be allowed. It is noted the Counter-Notice was served on 6th September 2012 and the work carried out by Caroline Hutton is after that date. Whilst the costs of any duplication of work should not be recovered, it is accepted that there will be some time involved in the instructing and liaising with counsel on the Airspace Lease. The Applicant offers 1.5 hours at £230 for this aspect (£345).
17. A sum of £1,000 was allocated to the instruction of the valuer and to provide the relevant documentation. It is submitted that these costs come outside section 33 (1)(d) and as such are not recoverable. In the

alternative it is suggested that the sum is excessive. As the investigation of title will have already occurred, the instruction to the valuer would have been simple and it is suggested that this would only take 0.5 hours, amount to a sum of £115. There are a number of entries on the timesheets recording telephone conversations with the valuer. This time is excessive and much of that time is after the service of the Counter-Notice, suggesting that these conversations concerned negotiations rather than the valuation of the relevant interests.

18. The total disbursements claimed were £160.80 plus VAT of £12.96. The Applicant disputes £15 that is ascribed to travel expenses, as no explanation has been given. A total of £145.80 plus VAT as chargeable is accepted as being payable.
19. *Section 33(1)(b) deducing, evidencing and verifying the title to any such interest;*
It is suggested that as the titles are registered the Applicant did not require the Respondent to deduce title and as such no costs should be allowable under this heading.
20. *Section 33(1)(c) making out and furnishing such abstracts and copies as the nominee purchaser may require;*
The Applicant had not required any such documents and therefore no costs should be allowed for under this heading.
21. *Section 33(1)(d) any valuation of any interest in the specified premises or other property;*
The Applicant suggests that the Respondent's claim for the valuation fee is £8,250 plus VAT is unreasonable. Neither the title nor the interests to be valued are excessive. The Applicant had obtained a valuation report for £1,800 plus VAT. The Respondent's valuer had not sought access to the property and it is assumed there was no internal inspection of the property. It is suggested that a valuation carried out with the benefit of an internal inspection would be £1,800 and in the current circumstances a fee of £1,500 plus VAT would be appropriate.
22. *Section 33(1)(e) any conveyance of any such interest;*
The Respondent is seeking £3,000 plus VAT for the conveyancing. The Applicant suggests this work has been undertaken by a Grade C fee earner and as such the work equates to 15 hours. It is suggested that this is unreasonable. The standard TR1 form is used with only a few additions. As there are two interests, they could have been dealt with on the same transfer. The timesheets indicate some work in respect of this aspect being undertaken on 17th November and 17th December 2014. As the transfer was agreed in June 2014, any subsequent costs should not be recoverable via section 33. The engrossments were provided by the Applicant and the Applicant inserted the agreed apportionment of the price between the interests. Therefore it is not known what drafting work occurred on 17th and 18th November 2014. It is accepted that work was undertaken regarding approvals following from a restriction on one of the titles. It is suggested that this together work together with the general

conveyancing work could have been done in 2.6 hours and at a rate of £230 this would calculate to £598.

23. The Respondent is seeking £1,580 for the assessment of costs. Any costs attributable to the agreement of the statutory costs are not recoverable by section 33. However, if the Tribunal find such costs are payable, then any work under this heading should be undertaken by a Grade C fee earner. Such work could be undertaken in 2 hours and therefore only £460 should be allocated to this task.
24. The Applicant suggests that the collection of ground rents and any applications in the County Court are not within the scope of section 33. It is further explained that in relation to the ground rents any recovery is subject to the provisions of section 166 if the Commonhold and Leasehold Reform Act 2002.
25. In summary the Applicant considers that the total costs that should be paid are £5,028.80. It is accepted that the Respondent is not able to recover VAT and as such it is agreed that the Applicant will pay the VAT on all elements subject to VAT.

Decision and Reasons for the Tribunal's Determination

26. *Drax v Lawn Court Freehold Limited*[2010] UKUT 81 (LC) dealt with costs under section 33 of the 1993 Act. In summary, costs must be reasonable and have been incurred in pursuance of the Initial Notice in connection with the purposes listed in sub-paragraphs 33(1)(a) to (e). The Nominee Purchaser is also protected to the recovery of costs to those that the lessor would be prepared to pay if he were using his own money rather than being paid by the Nominee Purchaser.
27. This does, in effect, introduce what was described in *Drax* as a "(limited) test of proportionality of a kind associated with the assessment of costs on the standard basis". It is also the case, as confirmed by *Drax*, that the lessor should only receive his costs where it has explained and substantiated them.
28. It does not follow that this is an assessment of costs on the standard basis. That is not what section 33 says, nor is *Drax* an authority for that proposition. Section 33 is self-contained.
29. Whilst the principles stated above apply, it is not necessary for a landlord to agree a fixed fee basis with its solicitors. Nor is it necessary for specific evidence to be provided to show that the landlord will be responsible for those fees in the absence of the leaseholders' payment. This Tribunal is an expert Tribunal and has sufficient knowledge and experience to determine what costs are reasonable under section 33.


30. The Applicant suggests that costs of a Central London firm are excessive. The Tribunal has had regard to *Wraith v Sheffield Forgemasters Ltd; Truscott v Truscott* [1998] 1 WLR 132, in which the Court of Appeal gave guidance on the factors to take into account in determining whether it is reasonable for a party to instruct a particular firm of solicitors. Each case turns on its own facts. The essential point is that a party has a right to choose their own legal representative, but not to demand reimbursement of the extra costs from a “luxury choice”. In the current case the property is in London, the Respondent is based in London, this is a specialist area of law and there are complexities in respect of the Airspace Lease. In these circumstances the choice of a Central London firm is therefore justified. It is noted that different individuals are allocated to the case in respect of the necessary experience that is required at that stage. This is appropriate and accordingly, the Tribunal accepts that the various charge out rates are reasonable for a Central London firm.
31. In considering the specific work that was undertaken The Tribunal turns to the time charged for the individual items on the detailed schedule. The Tribunal considers the particular items raised by the Applicants or dealt with by the Respondent.
32. Regarding the investigation of title, the respondent claimed £3,500. This aspect excludes any work relating to the Airspace Lease, which is considered below. The fee claimed does seem excessive and there are potential concerns about duplication in the work to the aspect considered in respect of the Airspace Lease. The Respondent made references to the lack of signatures on the Initial Notice, but in the papers provided to the Tribunal there appears to be no defect and this was a point that was not pursued by the Respondent. The charging rates that appear to have been adopted for this aspect of work are £385, £370, £290 and £200. Several of the entries on the timesheet against Derek Collinson, charging £385 per hour, have no narrative and from other comments on the timesheet, it could be inferred that his involvement is an overview of the work undertaken by Michelle Farmer. It is accept that this is an expert area of law, and as such the work should be undertaken by an individual with suitable experience. In the opinion of the Tribunal a Respondent, who would be liable for their own costs would expect to use an expert, charging at £385 per hour, but would expect that at that level of expertise the work could be swiftly completed. In the experience of the Tribunal this sort of general investigatory work for such a development would take no more than five hours for a highly skilled practitioner. Accordingly, the Tribunal allows a sum of £1,975 plus VAT.
33. A sum of £1,000 was claimed for the instruction of the valuer. The timesheets show that a total of 2.9 hours was spent liaising with the valuer up to the date of the Counter-Notice. The Tribunal accepts that any costs on instructing the valuer and taking advice as to what figures should be inserted in the counter notice, is incidental to the valuation work. Any work after the service of the Counter-Notice would appear to be part of the negotiation process and therefore beyond section 33. The

Tribunal allows the time of 2.9 hours prior to the service of the Counter-Notice. This work was undertaken by a fee earner charging £200 per hour. Therefore the Tribunal accepts £580 for this work.

33. This case involved the consideration of whether the Airspace Lease was to be acquired by the Applicant. It is clear that this issue is an aspect that is included within section 33. The Respondent argues that the costs of having the matter considered by the Tribunal are to be included. However, section 33(5) specifically excludes any costs involved in connection with any proceedings at the Tribunal. However, in the opinion of this Tribunal the extent that investigation is to be undertaken goes up to the production of the Counter-Notice, so far as they satisfy the other requirements of section 33. The Counter-Notice sets out the considered opinion as to what interests are to be acquired. Beyond this position is a matter of either negotiation between the parties or in this case resolution by the Tribunal and outside the scope of section 33. Counsel was instructed and an opinion was obtained prior to the service of the Counter-Notice. The fees incurred were £1,200 plus VAT and these are accepted as being payable. Other opinions were sought after the Counter-Notice. Although the particular issues have not been explained to this Tribunal, it is a fair assumption that the further work related to the arguments that were to be further pursued and therefore beyond the scope of section 33. As such the further counsels' fees are not recoverable. It is accepted that the time was expended by the solicitors in the investigation of the issue and the instructions to Counsel. Any investigations would not necessarily be a duplication of the opinion from Counsel. The timesheets show that some contact was made with Landmark Chambers, but this appears to be abortive costs as James Pickering of Enterprise Chambers was subsequently instructed. The timesheets indicate that a total of 4 hours was undertaken by the Grade C fee earner regarding the instructions to counsel and the subsequent consideration of the opinion. At £200 per hour, this equates to £800 plus VAT. A further 1.5 hours was expended by Julian Johnstone (at £370 per hour) in reviewing statute and papers. This work occurred within two days of instructions and some of this work is likely to have related to the basic investigation of title considered above. However, the Tribunal allows 50% of this time as relating to proper investigations with the Airspace Lease. The Tribunal therefore allows a further £277.50.
35. In respect of disbursements, the Applicant disputes the travel expenses claimed in the disbursements and the Respondent provides no explanation as to why these costs are incurred. It is not usual for travel expenses to be included in disbursements and as no explanation is given the Tribunal accepts the Applicant's position. Accordingly it determines that £145.80 plus VAT as appropriate, is payable under section 33.
36. In respect of the valuation fee, the Tribunal has not had sight of the contractual arrangement with Last and Mazin and in particular the charging rates. The valuation report has not been provided, so it is difficult for the Tribunal to consider the extent of the valuation work that was carried out. However, it is noted that the Counter-Notice specifically

denies the Applicant's right to acquire the Airspace Lease and no value attributable to that aspect in the Counter-Notice. Therefore the valuation work that can be claimed under s33(1)(d) should be limited to the interests to be acquired. It is noted that no internal inspections were carried out, although it is suggested that caused a greater time input in the calculation of the measurements and understanding the layout of the units. However, this work is not specifically identified and the lack of the internal inspections would balance out any time taken on further investigations. A generous time allocation for the valuation work to be carried out would be in the region of 15 hours. Assuming a charging rate of £300 per hour, this would produce a valuation fee of £4,500 plus VAT. Taking a step back to reflect on the values set out in the Counter-Notice, a fee at this level is not excessive.

37. Once the complexities of the Airspace Lease had been extinguished by the Tribunal's determination, the conveyancing work would have been relatively straightforward. It is noted that two rates were claimed for this work, a rate of £395 and £275 per hour. This work is relatively straightforward and could easily be undertaken by a Grade C fee earner. The Tribunal is of the opinion that this work would take no more than five hours to complete. Accordingly, the Tribunal determines a sum of £1,375 for this work.
38. The Respondent has claimed £1,580 under Rule 13 of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013. This application appears to be ill conceived. Reference is made to Rule 13(7) but that deals with how costs are to be assessed under the provisions of that Rule. The test for any order to be made under Rule 13 is either for wasted costs, or if a person has acted unreasonably in bringing, defending or conducting proceedings. There are no submissions in respect of a wasted costs order and the only conduct that the Respondent complains of is that the Applicant made no attempt to make an offer for the costs arising from section 33. In the opinion of the Tribunal this does not amount to an unreasonable action. Accordingly, the Tribunal makes no order for costs under Rule 13.
39. As correctly identified by both parties the ground rent arrears and any County Court costs are not within the scope of this Tribunal's jurisdiction.
40. The Tribunal notes the Applicant's position in respect of VAT. Therefore and in summary the total amount of costs recoverable under section 33 is £10,853.30 plus VAT as applicable.



Name: Chairman - Helen Bowers **Date:** 8th May 2015

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.

Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013

Rule 13.— Orders for costs, reimbursement of fees and interest on costs

(1) The Tribunal may make an order in respect of costs only—

(a) under section 29(4) of the 2007 Act (wasted costs) and the costs incurred in applying for such costs;

- (b) if a person has acted unreasonably in bringing, defending or conducting proceedings in—
- (i) an agricultural land and drainage case,
 - (ii) a residential property case, or
 - (iii) a leasehold case; or
- (c) in a land registration case.
- (2) The Tribunal may make an order requiring a party to reimburse to any other party the whole or part of the amount of any fee paid by the other party which has not been remitted by the Lord Chancellor.
- (3) The Tribunal may make an order under this rule on an application or on its own initiative.
- (4) A person making an application for an order for costs—
- (a) must, unless the application is made orally at a hearing, send or deliver an application to the Tribunal and to the person against whom the order is sought to be made; and
 - (b) may send or deliver together with the application a schedule of the costs claimed in sufficient detail to allow summary assessment of such costs by the Tribunal.
- (5) An application for an order for costs may be made at any time during the proceedings but must be made within 28 days after the date on which the Tribunal sends—
- (a) a decision notice recording the decision which finally disposes of all issues in the proceedings; or
 - (b) notice of consent to a withdrawal under rule 22 (withdrawal) which ends the proceedings.
- (6) The Tribunal may not make an order for costs against a person (the “paying person”) without first giving that person an opportunity to make representations.
- (7) The amount of costs to be paid under an order under this rule may be determined by—
- (a) summary assessment by the Tribunal;
 - (b) agreement of a specified sum by the paying person and the person entitled to receive the costs (the “receiving person”);
 - (c) detailed assessment of the whole or a specified part of the costs (including the costs of the assessment) incurred by the receiving person by the Tribunal or, if it so directs, on an application to a county court; and such assessment is to be on the standard basis or, if specified in the costs order, on the indemnity basis.
- (8) The Civil Procedure Rules 1998, section 74 (interest on judgment debts, etc) of the County Courts Act 1984 and the County Court (Interest on Judgment Debts) Order 1991 shall apply, with necessary modifications, to a detailed assessment carried out under paragraph (7)(c) as if the proceedings in the Tribunal had been proceedings in a court to which the Civil Procedure Rules 1998 apply.
- (9) The Tribunal may order an amount to be paid on account before the costs or expenses are assessed.