

4482



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

Case Reference : LON/00AG/OC9/2017/0001

Property : 26 Highgate West Hill, London
N6 6NP

Applicants : Esfandiar Ahmadi (1)
Aleksandra Almakiewicz (2)

Representative : RadcliffesLeBrasseur

Respondents : 26 Highgate West Hill Limited (1)
Paul Stanley Green (2)
Michel Konrad Szwarzewski (3)

Representative : Charles Russell Speechlys

Type of Application : Section 91(2)(d) Leasehold Reform,
Housing and Urban Development
Act 1993 – determination of costs
payable pursuant to section 33 of
that Act

Tribunal Members : Judge John Hewitt
Mrs Evelyn Flint DMS FRICS IRRV

**Date and venue of
Determination** : 5 May 2017
10 Alfred Place, London WC1E 7LR

Date of Decision : 12 May 2017

DECISION

Decision of the tribunal

1. The tribunal determines that the costs payable by the respondents to the applicants pursuant to section 33 of the Act amount to £12,174.52 made up as shown on Appendix A to this decision.
2. The reasons for our decision are set out below.

NB Later reference in this Decision to a number in square brackets ([]) is a reference to the page number of the hearing file provided to us for use at the hearing.

Procedural background

3. The applicants were the registered proprietors of the freehold interest in the Property, and hence the reversioner for the purposes of collective enfranchisement.
4. The second respondent is the long lessee of a flat on the second and third floor flat (known as Flat D) within the Property.

The third respondent is the long lessee of the lower ground floor flat (known as Flat A) within the Property.

By a notice dated 13 November 2015 [88] (the Initial Notice) and given pursuant to section 13 of the Act, the second and third respondents sought to exercise the right to collective enfranchisement of the freehold interest in the Property.

The first respondent was named as the nominee purchaser in that notice.

5. By a counter-notice dated 19 January 2016 [2] the applicants admitted that on the relevant date the second and third respondents, as participating tenants, were entitled to exercise the right to collective enfranchisement in relation to the Property.

That counter-notice was given by the applicants' then solicitors, RIAA Barker Gillette (UK) LLP (RBA) under cover of a letter dated 20 January 2016 [26] which stated that it was given without prejudice to the validity of the Initial Notice.

6. The parties were unable to agree all the terms of acquisition and on 24 May 2016 the first respondent made an application to the First-tier Tribunal (Property Chamber) seeking a determination of the terms of acquisition in dispute. That application was given Case Reference: LON/00AG/OCE/2016/0179 (the Terms Application).
7. By letter dated 5 July 2016 the tribunal was notified that RadcliffesLeBrasseur (RLB) were to act on behalf of the respondents in the Terms Application (the applicants in these proceedings – the Costs Application).

8. The Terms Application came on for hearing on 20 September 2016 and the substantive decision on that application is dated 22 November 2016.
9. In December 2016, the respondents in the Terms Application (the applicants in the Costs Application) sought permission to appeal certain aspects of the substantive decision. By a decision dated 7 January 2017 permission to appeal was refused. So far as we are aware no further application for permission to appeal has been made.
10. Also in December 2016, the tribunal received the Costs Application [52]. Directions were given on 3 January 2017 [122]. Those directions were varied on 18 January 2017 [142], on 8 February 2017 [228] and on 23 February 2017 [259].
11. The parties were notified that the tribunal proposed to determine the Costs Application on the papers and without an oral hearing, pursuant to rule 31, unless a request for an oral hearing was made. The tribunal has not received any such request.
12. The tribunal has received from the applicants' solicitors a file of papers for the purposes of the determination. It runs to 356 pages. It contains a considerable amount of irrelevant material.

The key documents we have to consider are:

Original schedule of costs	[145-153]
Amended schedule of costs	[230-240]
Applicants' statement of case	[285-289]
Respondents' amended statement of case	[315- 318]
Applicants' reply (incorrectly described as an Amended statement of case)	[334-338]

Both parties have provided versions of a Schedule 1 in which rival points and concessions are made. We have attempted to adopt and adapt those Schedules into a composite Schedule 1 for ease of reference. A copy of our adapted version is attached to this decision.

During the course of these proceedings the applicants intimated making a costs application pursuant to rule 13(1)(b) in respect of certain matters said to have occurred during the course of the Terms Application proceedings. Whether they have yet done so, we do not know. However, in consequence in these proceedings the applicants have withdrawn a number of costs, evidently because they take the view that they fall within the ambit of the rule 13 claim rather than within the ambit of s.33 claim which is the focus of these proceedings.

We also note that in addition to the above documents the determination file also includes a number of invoices, fee notes and other materials relied upon by the applicants as supporting their claim. We shall refer to them as and when required.

The liability for costs

13. Section 33 of the Act provides as follows:

33.— 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 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.

14. It was not in dispute that the respondents are liable to pay the costs mentioned in section 33. The sole issue was one of quantum. It was also not in dispute that VAT was payable on the costs which the tribunal determined were payable.

The issues in broad terms

15. Before dealing with more specific issues, we wish to observe that from the materials provided to us for this application and from the issues raised before the members of this tribunal at the Terms Application hearing it is plain to us that the applicants have made extraordinarily heavy weather of this enfranchisement exercise, pursuing hopeless points to a bitter end and seemingly despite advice from solicitors with good experience and expertise in this area.
16. Inevitably the experience we encountered will influence the decisions we arrive at when considering costs – especially on the question whether certain costs were reasonably incurred.

Charge-out rates

17. Several fee-earners were engaged on the case, all Grade A at charge-out rates which vary between £300 and £350. The respondents make a challenge that a more junior fee-earner should have been engaged – at least in respect of some of the work.
18. We reject that challenge. The subject property is a substantial and valuable property close to central London. As has been accepted by both parties the matter was not without some complexity. We find that in the circumstances that prevailed here it was within the range of reasonable conduct on the part of the applicants to engage Grade A fee-earners. We also find that the charge-out rates for those fee-earners is well within the range for what is usual for central London solicitors specialising in this field of complex property work.

Investigation costs post counter-notice

19. The applicants served a counter-notice admitting that on the relevant day the participating qualifying tenants were entitled to exercise the right to collective enfranchisement. That counter-notice was given without prejudice to the validity of the Initial Notice.
20. The applicants evidently incurred considerable costs post the counter-notice date investigating whether the initial notice was a valid notice. The applicants submit that all of these costs fall within s.33(1)(a)(ii) and that the investigations were all reasonable investigations. The respondents object to those costs on the basis they were not reasonably incurred.
21. In general, we prefer the submissions made on behalf of the respondents. We have not been given any, or any sufficient, information as to the nature of the investigations undertaken. The applicants may have tried to persuade the respondents to withdraw the initial notice and perhaps issue a fresh one, but the respondents declined to do so. By serving the counter-notice in the form that they did the applicants precluded the respondents from making an application to the court pursuant to s.22. It would have been open to the

applicants to have made an application to the court for a determination that the Initial Notice was not a valid notice but, so far as we are aware, they did not do so.

The applicants have not persuaded us that all of the costs claimed on such investigations were reasonably incurred. We also have strong doubts that the applicants would have incurred all such costs had they been solely responsible for them. Thus s.33(2) is engaged.

22. In these circumstances, we allow a modest £500 for some investigation and consideration of court proceedings under Item 2 but we disallow all of Items 3, 4, 5, 7 and 9 (part).

As regards Item 9 we allow some of the costs claimed under s33(1)(d) and (e) because, in a case such as this it was not unreasonable for the solicitor and the valuer to spend a small amount of time discussing valuation issues and for the solicitors to discuss conveyancing issues. Inevitably in a case such as this there is always going to be some overlap with the work of the property litigation solicitor and the work of the conveyancing solicitor. However, we do not allow the full 6.1 hours for the litigation solicitor instructing his conveyancing colleague.

Leasebacks

23. There is no dispute as to the cost of £1,710 concerning the lease back of the first-floor unit. Shortly prior to acquiring the freehold interest the applicants took a long lease of the ground floor flat. They were the original tenant of that lease and we infer they had significant input into the terms of it. It should thus have served as a very helpful starting model of the lease to be granted in respect of the first-floor unit.
24. The applicants persisted with unmeritorious arguments as to a quite different form for the lease of the first-floor unit, including the inclusion of very unusual and unrealistic terms. These were rejected by the tribunal in the course of the Terms Application.
25. The applicants also persisted with unrealistic claims to leasebacks of the coal store cellar and the roof terrace, only for such claims to be abandoned at the hearing of the Terms Application.
26. We therefore find that costs incurred on such unrealistic pursuits were not reasonably incurred and thus are not payable by the respondents. We also have doubts that the applicants would have incurred such costs had they been footing the bill themselves and thus s.33(2) is engaged.
27. We have therefore made adjustments to some of the claims to costs concerning leasebacks. Inevitably due to imperfect materials before us we can only do so in broad brush terms.

Expenses

28. It may be helpful if we comment briefly on each expense still the subject of a claim and a dispute in these proceedings:

Item 17 This fee was reasonably incurred. The fee note [64] shows that it was incurred in December 2015 which was before the counter-notice was given.

- Item 18** There is no supporting fee note. It appears that this fee was incurred more to do with a potential court challenge. We find it was not reasonably incurred.
- Item 20** Mr Maunder Taylor is an experienced (and expensive) valuer with considerable expertise and reputation. Given the issues arising in this case his fee of £3,000 was not unreasonably incurred. The respondents' proposal of only £2,000 is not made out.
- Item 21** We have little doubt that Mr Maunder Taylor's valuation would have been comprehensive and clear. It certainly should have been. We find it was not reasonable to incur a cost of £500 for a meeting with him to discuss it. We also doubt the applicants would have incurred this expense if footing the bill themselves and thus s.33(2) is engaged.
- Item 22** This appears to concern a fee arising from a lengthy conversation between Mr Ahmadi and Mr Maunder Taylor possibly concerned with negotiations. Disallowed for the reasons given above plus s.33(1)(d) is concerned with a valuation only and advice about negotiations or a strategy to pursue is well outside the scope of that sub-section.
- Item 30** Disallowed because they were not reasonably incurred. It was not reasonable to incur the expense at the time it was incurred and for the reasons it was incurred.

Judge John Hewitt
12 May 2017

SCHEDULE 1

RIAA Barker Gillette

Invoice number 24803

ITEM 1

ATTENDANCES ON APPLICANTS

Letters out/emails

Advising the Applicants in respect of their position arising out of the Initial Notice of Claim for enfranchisement and drafting and serving the Counter Notice on the Applicants' behalf
Payable under s. 33(1)(a)(ii)

Grade	Hours	Fees	Sub-total	Total
A (SJ)	5.95	£350.00	£2,080.83	
TOTAL				£2,080.83

TOTAL

£2,080.83

Respondents' comments	It was unreasonable for the Applicants' Solicitors to use only a Partner for this work. A more junior fee-earner could have been used to investigate the title.
Respondents' offer	£1,787.50 (calculated on the basis that a B fee-earner at £250 per hour carried out 2.95 hours of work)

Applicants' comments	It is reasonable for Applicants' solicitors to have used a Partner for this important and complicated work. The Partner rate charged by the Applicants' solicitors was reasonable and comparable with more junior fee earners at other firms. Furthermore, the Respondents' suggestion that a junior fee earner would take less time than a Partner is unrealistic.
Applicants' counter offer	£2,080.83 (calculated as set out above)

Invoice number 24918

ITEM 2

ATTENDANCES ON APPLICANTS

Meeting

Attending the Applicants on 16 February 2016
Payable under s. 33(1)(a)(ii)

Grade	Hours	Fees	Sub-total	Total
A (SJ)	2.0	£350.00	£700.00	
TOTAL				£700.00

SUB-TOTAL

£700.00

Respondents' comments	The Respondents should not be liable for any costs incurred in relation to the investigation of the claim after the service of the Counter-Notice on 20
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	January 2016
Respondents' offer	£0

Applicants' comments	The Applicants' reserved their rights to challenge the validity of the Initial Notice when they served the Counter Notice on a without prejudice basis. At the time of service of the Counter Notice the Applicants were still considering the validity of the service of the Initial Notice, which was discussed with their solicitors at this meeting. This time related to an investigation reasonably undertaken into a question arising out of the Initial Notice.
Applicants' counter offer	£700.00 (calculated as set out above)

ITEM 3

ATTENDANCES ON RESPONDENTS

Letters out/emails

Reviewing the correspondence from the Respondents' solicitors dated 4 February 2016 and drafting a letter in response to the Respondents' solicitors

Payable under s. 33(1)(a)(ii)

Grade	Hours	Fees	Sub-total	Total
A (SJ)	1.0	£350.00	£350.00	
TOTAL				£350.00

SUB-TOTAL

£350.00

Respondents' comments	The Respondents are not liable for any costs incurred in relation to the investigation of the claim after the service of the Counter-Notice on 20 January 2016
Respondents' offer	£0

Applicants' comments	The Applicants' reserved their rights to challenge the validity of the Initial Notice when they served the Counter Notice on a without prejudice basis. At the time of service of the Counter Notice the Applicants were still considering the validity of the service of the Initial Notice, which was the subject of this correspondence with the Respondents. This time related to an investigation reasonably undertaken into a question arising out of the Initial Notice.
Applicants' counter offer	£350.00 (calculated as set out above)

TOTAL

£1,050.00

Invoice number 25398

ITEM 4

ATTENDANCES ON APPLICANTS

Letters out/emails

Advising the Applicants between 19 February and 24 May 2016

Payable under s. 33(1)(a)(ii)

Grade	Hours	Fees	Sub-total	Total
A (SJ)	2.0	£350.00	£700.00	
TOTAL				£700.00

TOTAL

£700.00

Respondents' comments	The Respondents should not be liable for any costs incurred in relation to the investigation of the claim after the service of the Counter-Notice on 20 January 2016
Respondents' offer	£0

Applicants' comments	The Applicants' reserved their rights to challenge the validity of the Initial Notice when they served the Counter Notice on a without prejudice basis. At the time of service of the Counter Notice the Applicants were still considering the validity of the service of the Initial Notice, which was the subject of this advice to the Applicants. This time related to an investigation reasonably undertaken into a question arising out of the Initial Notice.
Applicants' counter offer	£700.00 (calculated as set out above)

RIAA Barker Gillette fee total

£3,830.83

RadcliffesLeBrasseur

Invoice number 412495

ITEM 5

ATTENDANCES ON APPLICANTS

Meeting

Attending the Applicants on 26 February 2016

Payable under s. 33(1)(a)(ii)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	1.0	£310.00	£310.00	
TOTAL				£310.00

TOTAL:

£310.00

Respondents'	The Respondents should not be liable for any costs incurred in relation to
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comments	the investigation of the claim after the service of the Counter-Notice on 20 January 2016. In addition, the Respondents suspect this meeting to be duplication of work already carried out by RIAA Barker Gillette, although no details have been provided.
Respondents' offer	£0

Applicants' comments	The Applicants' reserved their rights to challenge the validity of the Initial Notice when they served the Counter Notice on a without prejudice basis. At the time of service of the Counter Notice the Applicants were still considering the validity of the service of the Initial Notice, which was the subject of this meeting with the Applicants. This time related to an investigation reasonably undertaken into a question arising out of the Initial Notice. The advice did not duplicate the work already carried out by RIAA; it focused on the impact of the allegedly invalid Initial Notice on the Applicants' ability to carry out their development plans for the property and likelihood of the Initial Notice being withdrawn.
Applicants' counter offer	£310.00 (calculated as set out above)

Invoice number 415122

ITEM 6

ATTENDANCES ON APPLICANTS

Letters out/emails

Payable under Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 Rule 13(1) ("Rule 13(1)")

Grade	Hours	Fees	Sub-total	Total
A (SDH)	0.9	£310.00	£279.00	
TOTAL:				£279.00

Telephone

Payable under Rule 13(1)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	3.2	£310.00	£992.00	
TOTAL				£992.00

Preparation

Payable under Rule 13(1)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	0.9	£310.00	£279.00	
TOTAL				£279.00

TOTAL:

£1,550.00

Respondents' comments	Costs claimed pursuant to Rule 13 of the Tribunal Rules should be dismissed in their entirety
Respondents' offer	£0

Applicants' comments	Following the comments of Judge Barran referred in the Tribunal's letter dated 8 February 2017, the costs claimed under Rule 13(1) will be the subject of a separate application for Rule 13 costs against the Respondents.
Applicants' counter offer	Whilst the Applicants are no longer seeking these costs in this statutory costs application, the Applicants reserve their rights to include these costs in their application for Rule 13 costs.

Invoice number 415684

Costs relating to questions arising out of the initial notice, including its validity, and concerning the application to the County Court; advising on the potential leaseback of the first floor, the storage area and the roof terrace; and contacting experts

ITEM 7
ATTENDANCES ON APPLICANTS

Letters out/emails

Payable under s. 33(1)(a)(ii) (0.6 hours @ £310.00 = £186.00)

Payable under Rule 13(1) (1.1 hours @ £310.00 = £341.00)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	1.7	£310.00	£527.00	
TOTAL				£527.00

Telephone

Payable under s. 33(1)(a)(ii) (0.2 hours @ £310.00 = £62.00)

Payable under Rule 13(1) (0.9 hours @ £279.00 = £279.00)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	1.1	£310.00	£341.00	
TOTAL				£341.00

Meeting

Payable under s. 33(1)(a)(ii)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	3.2	£310.00	£992.00	
TOTAL				£992.00

SUB-TOTAL:

£1,860.00

Respondents' comments	The Respondents should not be liable for any costs incurred in relation to the investigation of the claim after the service of the Counter-Notice on 20 January 2016.
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	Costs claimed pursuant to Rule 13 of the Tribunal Rules should be dismissed in their entirety
Respondents' offer	£0

Applicants' comments	<p>The Applicants' reserved their rights to challenge the validity of the Initial Notice when they served the Counter Notice on a without prejudice basis. At the time of service of the Counter Notice the Applicants were still considering the validity of the service of the Initial Notice, which was the subject of this advice to the Applicants as to whether to apply to the County Court or allow the Tribunal procedure to continue and discussing the advice of Counsel regarding the validity of the Initial Notice. This time related to an investigation reasonably undertaken into a question arising out of the Initial Notice.</p> <p>Following the comments of Judge Barran referred in the Tribunal's letter dated 8 February 2017, the costs claimed under Rule 13(1) will be the subject of a separate application for Rule 13 costs against the Respondents.</p>
Applicants' counter offer	<p>£1,240 (4 hours @ £310.00)</p> <p>Whilst the Applicants are no longer seeking the additional costs totalling £620.00 in this statutory costs application, the Applicants reserve their rights to include these costs in their application for Rule 13 costs.</p>

ITEM 8
ATTENDANCES ON RESPONDENTS

Letters out/emails
Payable under Rule 13(1)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	2.5	£310.00	£775.00	
TOTAL				£775.00

Telephone
Payable under Rule 13(1)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	1.1	£310.00	£341.00	
TOTAL				£341.00

Meeting
Payable under Rule 13(1)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	0.5	£310.00	£155.00	
TOTAL				£155.00

SUB-TOTAL

£1,271.00

Respondents' comments	Costs claimed pursuant to Rule 13 of the Tribunal Rules should be dismissed in their entirety
Respondents' offer	£0

Applicants' comments	Following the comments of Judge Barran referred in the Tribunal's letter dated 8 February 2017, the costs claimed under Rule 13(1) will be the subject of a separate application for Rule 13 costs against the Respondents.
Applicants' counter offer	Whilst the Applicants are no longer seeking these costs in this statutory costs application, the Applicants reserve their rights to include these costs in their application for Rule 13 costs.

ITEM 9**ATTENDANCES ON EXPERTS AND OTHERS****Letters out/emails**

Payable under s. 33(1)(a)(ii) (1.7 hours @ £310.00 = £527.00)

Payable under s. 33(1)(d) (0.4 hours @ £310.00 = £124.00)

Payable under s. 33(1)(e) (0.9 hours @ £310.00 = £279.00)

Payable under Rule 13(1) (2 hours @ £310.00 = £620.00)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	5.0	£310.00	£1,550.00	
TOTAL				£1,550.00

Telephone

Payable under s. 33(1)(a)(ii) (2.1 hours @ £310.00 = £651.00)

Payable under s. 33(1)(d) (0.4 hours @ £310.00 = £124.00)

Payable under Rule 13(1) (1.7 hours @ £310.00 = £527.00)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	4.2	£310.00	£1,302.00	
TOTAL				£1,302.00

Meeting

Payable under s. 33(1)(e)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	6.1	£310.00	£1,891.00	
TOTAL				£1,891.00

SUB-TOTAL

£4,743.00

Respondents' comments	The Respondents should not be liable for any costs incurred in relation to the investigation of the claim after the service of the
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	<p>Counter-Notice on 20 January 2016.</p> <p>The Applicants have included legal costs which they claim have been incurred pursuant to section 33(1)(d). The Respondents assume that these are costs related to attending on the valuation expert, which are not recoverable from the Respondents pursuant to section 33.</p> <p>The time spent by SDH is not properly recoverable under section 33(1)(e) as it does not relate to conveyancing work but comprises time spent instructing and advising conveyancers. In addition, the time spent by SDH is excessively high; the costs exceed those incurred preparing the documents.</p> <p>Costs claimed pursuant to Rule 13 of the Tribunal Rules should be dismissed in their entirety</p>
Respondents' offer	<p>£0 in relation to costs claimed pursuant to section 33(1)(a)(ii), section 33(1)(d) and Rule 13</p> <p>£0 in relation to costs claimed pursuant to section 33(1)(e).</p>

Applicants' comments	<p>The Applicants' reserved their rights to challenge the validity of the Initial Notice when they served the Counter Notice on a without prejudice basis. At the time of service of the Counter Notice the Applicants were still considering the validity of the service of the Initial Notice, which was the subject of this attendance on Counsel and Counsel's clerk regarding the validity of the Initial Notice. This time related to an investigation reasonably undertaken into a question arising out of the Initial Notice.</p> <p>The Applicants' solicitors spent 48 minutes attending on the Applicants' valuation surveyor. This related to the valuation of the property by Bruce Maunder Taylor, who did not give evidence at the hearing, and his advice to his clients.</p> <p>The Applicants' solicitors' payable under s.33(1)(e) break down as follows:</p> <p>Letters out/emails – A (SDH)</p> <p>16/07/16 – 18 minutes - Liaising with GW regarding the background and conveyancing documents generally;</p> <p>19/07/16 – 12 minutes - Reviewing correspondence from GW regarding the leasebacks generally (that there were 3 rather than 1 leaseback being prepared did not appreciably increase the time required liaising with GW);</p> <p>20/07/16 – 6 minutes – Reviewing correspondence from GW regarding the leasebacks generally;</p> <p>22/07/16 – 6 minutes – Reviewing correspondence from GW regarding the leasebacks generally;</p> <p>22/07/16 – 6 minutes – Reviewing correspondence from DM regarding the Form TR1; and</p> <p>22/07/16 – 6 minutes – Corresponding with DM regarding the Form TR1.</p> <p>Total time = 54 minutes</p> <p>Sub-total cost = 0.9 hours @ £300.00 per hour = £279.00</p>
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	<p>Meeting - A (SDH) 15/07/16 – 6 minutes – Personal attendance on RaddiffesLeBrasseur transactional property consultant Antony Brougham (APB) regarding the background and conveyancing documents generally; 15/07/16 – 36 minutes – Liaising with APB and GW regarding the background and conveyancing documents generally; 18/07/16 – 48 minutes – Personal attendance on GW regarding the background and the leasebacks generally (that there were 3 rather than 1 leaseback being prepared did not appreciably increase the time required liaising with GW); 18/07/16 – 18 minutes – Liaising with GW regarding the leasebacks generally; 20/07/16 – 12 minutes – Attendance on GW regarding the leasebacks generally; 21/07/16 – 12 minutes – Attendance on GW regarding the leasebacks generally; and 22/07/16 – 18 minutes – Attendance on DM regarding the Form TR1 Total time = 2 hours 30 minutes Sub-total cost = 2.5 hours @ £310.00 per hour = £775.00</p> <p><u>The time spent by SDH is properly recoverable under s.33(1)(e) as it was time spent assisting transactional lawyers with the conveyancing process in the context of the dispute between the parties to the draft conveyancing documents. The time incurred by SDH reduced the time needed by the transactional lawyers to carry out their work on the leasebacks and Form TR1.</u></p> <p>Following the comments of Judge Barran referred in the Tribunal's letter dated 8 February 2017, the costs claimed under Rule 13(1) will be the subject of a separate application for Rule 13 costs against the Respondents.</p>
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Applicants' counter offer	<p>£2,480.00 (8 hours @ £310.00)</p> <p>Whilst the Applicants are no longer seeking additional costs of £1,147.00 in this statutory costs application under Rule 13(1), the Applicants reserve their rights to include these costs in their application for Rule 13 costs.</p>
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**TOTAL:
£7,874.00**

Invoice number 415934

ITEM 10

ATTENDANCES ON APPLICANTS

Attending the property on 19 July 2016 to assist with the preparation of leasebacks

Payable under s. 33(1)(e)

Grade	Hours	Fees	Sub-total	Total
A (GW)	1.8	£300.00	£540.00	

TOTAL:	£540.00
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SUB-TOTAL: £540.00

Respondents' comments	It was not necessary for the Applicants' solicitor to attend the property to prepare the leaseback and the costs incurred in attending the property are unreasonable. The Applicants' submit that the interests in the Property were complex. The Respondents reject this as any complexity could easily have been avoided if the Applicants had not sought to obtain rights and interests beyond those they were entitled to under the Act.
Respondents' offer	£0

Applicants' comments	<p>Given the acknowledged complexity of the interests held in the property, it was reasonable for the Applicants' solicitor to spend 1 hour and 48 minutes attending the property in order to understand the nature of the interest to be covered by the leaseback.</p> <p><u>The physical nature of the property and the way in which it has been occupied are complicated and better understood by a visit to the site. The property interests relevant to the premises specified in the Initial Notice and any conveyance of such interests were best understood by seeing the property itself and how the different areas, such as the storage unit, the roof terrace and the first floor flat, interacted with each other and were in practice being utilised. The Respondents' solicitors aver that such complexities could have been avoided by the Applicants not seeking "to obtain rights and interests beyond those they were entitled to under the Act". The Applicants submit that their rights of costs recover are not limited to that extent and further that it is unreasonable to expect the Applicants to make a determination of their entitlements without allowing their legal advisers to view the relevant premises and assess any individual complexities.</u></p>
Applicants' counter offer	£540.00 (calculated as set out above)

ITEM 11

WORK DONE ON DOCUMENTS

Work on leasebacks

Payable under s. 33(1)(e)

Grade	Hours	Fees	Sub-total	Total
A (GW)	6.7	£300.00	£2,010.00	
TOTAL:				£2,010.00

SUB-TOTAL: £2,010.00

Respondents' comments	The Respondents accept the costs of preparing the first floor leaseback. The Respondents do not accept the costs of preparing the other two leasebacks. Throughout the collective enfranchisement process, the Applicants were unable to produce any authority to support their claim to those leasebacks. The Respondents should not be required to bear the costs of producing those documents.
Respondents' offer	£1,710 in respect of time spent preparing the first floor leaseback.

Applicants' comments	<p>The Applicants' costs recovery under s.33(1)(e) should not be limited to the leaseback of first floor flat.</p> <p>Costs in relation to the first floor flat leaseback have been agreed by the Respondents in the sum of £1,710.</p> <p>Costs in relation to the other 2 leasebacks: 1 hour @ £300.00 = £300.00</p> <p>The Applicants' applications for leasebacks of the storeroom unit and the roof terrace were unsuccessful but it was unreasonable for them to have incurred costs of £300.00 in the production of draft leasebacks in the event that those applications had proved successful.</p>
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Deleted: Furthermore, the majority of the leaseback costs would have been incurred if only the first floor flat leaseback had been drafted.

Deleted: The majority of the time spent on the leasebacks by GW would have been required if only 1 leaseback was drafted. The production of 2 additional draft leasebacks only increased the costs by 15%. Therefore:¶

Deleted: : ¶
5.7 hours @ £300.00 =

Applicants' counter offer	£2,010.00 (calculated as set out above)
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TOTAL:
£2,550.00

Invoice number 415935

ITEM 11

WORK DONE ON DOCUMENTS

Work on Transfer/Form TR1

Payable under s. 33(1)(e)

Grade	Hours	Fees	Sub-total	Total
B (DEM)	1.0	£250.00	£250.00	
TOTAL:				£250.00

TOTAL:
£250.00

Respondents' comments	Agreed
Respondents' offer	£250

Invoice number 416932

Costs relating to questions arising out of the initial notice, including its validity, and concerning the application to the County Court; advising on the potential leaseback of the first floor, the storage area and the roof terrace; and contacting experts

ITEM 12

ATTENDANCES ON APPLICANTS

Letters out/emails

Payable under Rule 13(1)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	1.2	£310.00	£372.00	
TOTAL				£372.00

Telephone

Payable under Rule 13(1)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	3.1	£310.00	£961.00	
TOTAL				£961.00

Preparation

Payable under Rule 13(1)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	0.2	£310.00	£62.00	
TOTAL				£62.00

SUB-TOTAL:

£1,395.00

Respondents' comments	Costs claimed pursuant to Rule 13 of the Tribunal Rules should be dismissed in their entirety
Respondents' offer	£0

Applicants' comments	Following the comments of Judge Barran referred in the Tribunal's letter dated 8 February 2017, the costs claimed under Rule 13(1) will be the subject of a separate application for Rule 13 costs against the Respondents.
Applicants' counter offer	Whilst the Applicants are no longer seeking these costs in this statutory costs application, the Applicants reserve their rights to include these costs in their application for Rule 13 costs.

ITEM 13

ATTENDANCES ON RESPONDENTS

Letters out/emails

Payable under Rule 13(1)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	9.7	£310.00	£3,007.00	
TOTAL				£3,007.00

Telephone

Payable under Rule 13(1)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	3.6	£310.00	£1,116.00	
TOTAL				£1,116.00

Meeting

Payable under Rule 13(1)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	4.0	£310.00	£1,240.00	
TOTAL				£1,240.00

SUB-TOTAL:

£5,363.00

Respondents' comments	Costs claimed pursuant to Rule 13 of the Tribunal Rules should be dismissed in their entirety
Respondents' offer	£0

Applicants' comments	Following the comments of Judge Barran referred in the Tribunal's letter dated 8 February 2017, the costs claimed under Rule 13(1) will be the subject of a separate application for Rule 13 costs against the Respondents.
Applicants' counter offer	Whilst the Applicants are no longer seeking these costs in this statutory costs application, the Applicants reserve their rights to include these costs in their application for Rule 13 costs.

ITEM 14

ATTENDANCES ON EXPERTS AND OTHERS

Letters out/emails

Payable under s. 33(1)(d) (0.1 hours @ £310.00 = £31.00)

Payable under s. 33(1)(e) (0.6 hours @ £310.00 = £186.00)

Payable under Rule 13(1) (0.1 hours @ £310.00 = £31.00)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	0.8	£310.00	£248.00	
TOTAL				£248.00

Telephone

Payable under s. 33(1)(e)

Grade	Hours	Fees	Sub-total	Total
A (GW)	0.2	£300.00	£60.00	
TOTAL				£60.00

Meeting

Payable under s. 33(1)(e) (0.3 hours @ £300.00 = £90.00)

Payable under Rule 13(1) (0.8 hours @ £310.00 = £248.00)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	0.8	£310.00	£248.00	
A (GW)	0.3	£300.00	£90.00	
TOTAL				£338.00

SUB-TOTAL:

£646.00

Respondents' comments	<p>The Applicants have included legal costs which they claim have been incurred pursuant to section 33(1)(d). The Respondents assume that these are costs related to attending on the valuation expert, which are not recoverable from the Respondents pursuant to section 33.</p> <p>The time spent by SDH is not properly recoverable under section 33(1)(e) as it does not relate to conveyancing work but comprises time spent instructing and advising conveyancers. The time spent by GW in relation to the plan is excessive in light of the time already spent in relation to the first floor leaseback.</p> <p>Costs claimed pursuant to Rule 13 of the Tribunal Rules should be dismissed in their entirety</p>
Respondents' offer	£0

Applicants' comments	<p>The Applicants' solicitors spent 6 minutes reviewing correspondence from the Applicants' valuation surveyor. This related to the valuation of the property by Bruce Maunder Taylor, who did not give evidence at the hearing, and his advice to his clients.</p> <p>The Applicants' solicitors' payable under s.33(1)(e) break down as follows:</p> <p>Letters out/emails – A (SDH) 07/09/16 – 12 minutes – Corresponding with GW regarding the leasebacks generally; 13/09/16 – 6 minutes – Corresponding with DM regarding the Form TR1; 16/09/16 – 6 minutes – Corresponding with GW regarding the leasebacks generally; 17/09/16 – 6 minutes – Liaising with GW regarding the leasebacks generally; Total time = minutes Sub-total cost = 30 minutes @ £300.00 per hour = £155.00</p> <p>Telephone – A(GW) 07/09/16 – 12 minutes – Telephone call regarding the preparation of the plan to be attached to the first floor flat leaseback.</p>
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	<p>Sub-total cost = 12 minutes @ £300.00 per hour = £60.00</p> <p>Meeting - A(GW) 05/09/16 – 18 minutes - Arranging preparation of the plan to be attached to the first floor leaseback. Sub-total cost = 18 minutes @ £300.00 per hour = £90.00</p> <p>Following the comments of Judge Barran referred in the Tribunal's letter dated 8 February 2017, the costs claimed under Rule 13(1) will be the subject of a separate application for Rule 13 costs against the Respondents.</p>
Applicants' counter offer	<p>£336.00 (0.6 hours @ £310.00 plus 0.5 hours @ £300.00)</p> <p>Whilst the Applicants are no longer seeking additional costs of £279.00 in this statutory costs application under Rule 13(1), the Applicants reserve their rights to include these costs in their application for Rule 13 costs.</p> <p><u>The time spent by SDH is properly recoverable under s.33(1)(e) as it was time spent assisting transactional lawyers with the conveyancing process in the context of the dispute between the parties to the draft conveyancing documents. The time incurred by SDH reduced the time needed by the transactional lawyers to carry out their work on the leasebacks and Form TR1.</u></p> <p><u>The 30 minutes spent by GW in arranging for a plan to be produced to be attached the first floor leaseback was not excessive as submitted by the Respondents' solicitors as no plan was previously available of this space and any plan should be Land Registry compliant. This was a modest amount of time given the task required of GW.</u></p>

ITEM 15

WORK DONE ON DOCUMENTS

Work on leasebacks

Payable under s. 33(1)(e)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	0.1	£310.00	£31.00	
A (GW)	0.2	£300.00	£60.00	
TOTAL				£91.00

SUB-TOTAL

£91.00

Respondents' comments	The time spent by GW in relation to the plan is excessive in light of the time already spent in relation to the first floor leaseback.
Respondents' offer	£0
Applicants' comments	<p>The Applicants' solicitors' payable under s.33(1)(e) break down as follows:</p> <p>A(GW) 22/08/16 – 12 minutes – Checking the Applicants' replies to SDH's queries; checking lease plan; and corresponding with SDH regarding the requirement for a</p>

	Land Registry compliant plan. Sub-total cost = 12 minutes @ £300.00 per hour = £60.00 The further 12 minutes spent by GW in arranging for a plan to be produced to be attached the first floor leaseback was not excessive as submitted by the Respondents' solicitors as no plan was previously available of this space and any plan should be Land Registry compliant. This was a modest amount of time given the task required of GW.
Applicants' counter offer	£60.00 (calculated as set out above)

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ITEM 16
PREPARATION FOR HEARING

Payable under Rule 13(1)

Grade	Hours	Fees	Sub-total	Total
A (SDH)	3.1	£310.00	£961.00	
TOTAL				£961.00

SUB-TOTAL **£961.00**

Respondents' comments	Costs claimed pursuant to Rule 13 of the Tribunal Rules should be dismissed in their entirety
Respondents' offer	£0

Applicants' comments	Following the comments of Judge Barran referred in the Tribunal's letter dated 8 February 2017, the costs claimed under Rule 13(1) will be the subject of a separate application for Rule 13 costs against the Respondents.
Applicants' counter offer	Whilst the Applicants are no longer seeking these costs in this statutory costs application, the Applicants reserve their rights to include these costs in their application for Rule 13 costs.

TOTAL
£8,456.00

RadcliffesLeBrasseur fee total
£20,990

Expenses

First there is set out the Respondents' position.
That is followed by the Applicants' response

Item	Costs	Respondents' comments	Respondents' offer
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COUNSELS' FEES			
<p>17 Miss Sonia Rai Advising at conference regarding the initial notice</p> <p>Payable under s. 33(1)(a)(i)</p>	£600	<p>It was not necessary for the Applicants to Instruct Counsel to advise in relation to the Initial Notice and therefore not reasonable for the Respondents' to be liable for these costs.</p> <p>Further, the Respondents submit that the Applicants would not have incurred Counsel's fees if they had been personally liable for the costs of this matter.</p>	£0
<p>18 Mr Anthony Radevsky Advising on the telephone regarding the initial notice</p> <p>Payable under s. 33(1)(a)(ii)</p>	£500	<p>It was not necessary for the Applicants to Instruct Counsel to advise in relation to the Initial Notice and therefore not reasonable for the Respondents' to be liable for these costs.</p> <p>Further, the Respondents submit that the Applicants would not have incurred Counsel's fees if they had been personally liable for the costs of this matter.</p> <p>The Respondents should not be liable for any costs incurred in relation to the investigation of the claim after the service of the Counter-Notice on 20 January 2016.</p>	£0
<p>19 Mr Jared Norman Preparation and attendance at the hearing on 20 September 2016</p> <p>Payable under Rule 13(1)</p>	£5,000	Costs claimed pursuant to Rule 13 of the Tribunal Rules should be dismissed in their entirety	£0

EXPERTS' FEES			
20 Maunder Taylor Valuation expert fee for inspecting the property, considering the documents, conducting meeting and preparing a report with valuation advice Payable under s. 33(1)(d)	£3,000	The Respondents submit that these costs are high for a valuation report and would offer a reduced fee.	£2,000
21 Maunder Taylor Valuation expert fee for meeting with the Applicants (1 hour @ £300 per hour) Payable under s. 33(1)(d)	£300	It was not necessary for the Applicants to attend a meeting with their valuer and accordingly it is not reasonable for the Respondents to meet these costs	£0
22 Maunder Taylor Detailed conversation with Mr. Ahmadi; commencing negotiations with Andrew Lester; communications with the Applicant's solicitor Payable under s. 33(1)(d)	£450	It is not clear how these discussions relate to the valuation of the Premises. Negotiations with the Respondents' valuer and communications with the Respondents' Solicitor are not recoverable pursuant to section 33(1)(d) of the Act.	£0
23 Drivers & Norris Valuation expert fee for preparation of a valuation report in relation to the property Payable under s. 33(1)(d)	£800	The valuation report was prepared in connection with proceedings. The Respondents are not liable for any costs which the Applicants incur in connection with the proceedings pursuant to section 33(5) of the Act. Further, we refer to paragraph 22 of the Decision dated 22 November 2016 in which the Tribunal set out the numerous ways in which the valuation report was not compliant with Rule 19 of the Rules. The Tribunal concluded that it could	£0

		not derive any assistance from the report.	
24 Drivers & Norris Valuation expert fee for appearing at the hearing on 20 September 2016 Payable under s. 33(1)(d)	£1,250	The Respondents are not liable for any costs which the Applicants incur in connection with the proceedings pursuant to section 33(5) of the Act. Further, we refer to paragraph 22 of the Decision dated 22 November 2016 in which the Tribunal set out the numerous ways in which the valuation report was not compliant with Rule 19 of the Rules. The Tribunal concluded that it could not derive any assistance from the report.	£0
25 Drivers & Norris Preparation of a further submission to the Tribunal Payable under s. 33(1)(d)	£900	The submission was prepared in connection with proceedings. The Respondents are not liable for any costs which the Applicants incur in connection with the proceedings pursuant to section 33(5) of the Act. In addition, the submission was not requested by the tribunal and not taken into account in reaching its decision.	£0
OTHER EXPENSES			
26 Official entries Payable under s. 33(1)(b)	£3	Agreed	£3
27 Photocopying Payable under s. 33(1)(a)(ii)	£16.60	Agreed	£16.60
28 Photocopying	£76.80	Costs claimed pursuant to Rule 13 of the Tribunal Rules	£0

Payable under Rule 13(1)		should be dismissed in their entirety	
29 Plans for the leaseback of the property Payable under s. 33(1)(e)	£245	Agreed	£245
30 Town & County Civil Structural Engineers – Chartered Surveyors Expert in design and flat conversion - providing all the plans for the Counter Notice, first floor leaseback, conversion to studio flats and to connect 2 flats - first floor to ground floor flat Payable under s. 33(1)(e)	£583.33	It was unreasonable and unnecessary to instruct chartered surveyors to produce plans to be attached to the Counter-Notice. The Respondents should not be required to bear the costs of these.	£0
31 Memory stick Payable under Rule 13(1)	£10	Costs claimed pursuant to Rule 13 of the Tribunal Rules should be dismissed in their entirety	£0

Item	Costs	Applicants' comments	Applicants' counter offer
COUNSELS' FEES			
17 Miss Sonia Rai Advising at conference regarding the initial notice Payable under s. 33(1)(a)(i)	£600.00	The Applicants did not have solicitors engaged when they obtained advice from Counsel on whether any interest in the property was liable to acquisition in pursuance of the Initial Notice. These costs are comparable to the costs the Applicants would have incurred had they gone to a solicitor before directly accessing Counsel. The Respondents' Solicitors are assuming that the Applicants had an	£600.00

		understanding of s.33 when they engaged Counsel that they did not possess.	
18 Mr Anthony Radevsky Advising on the telephone regarding the initial notice Payable under s. 33(1)(a)(ii)	£500.00	The Applicants' reserved their rights to challenge the validity of the Initial Notice when they served the Counter Notice on a without prejudice basis. At the time of service of the Counter Notice the Applicants were still considering the validity of the service of the Initial Notice, the validity of which, and a potential County Court challenged thereto was the subject of Counsel's reasonable and proportionate advice. Counsel's advice was not sought on the basis that the Applicants would be indemnified for the cost by the Respondents, as suggested by the Respondents' solicitors. This time related to an investigation reasonably undertaken into a question arising out of the Initial Notice.	£500.00
19 Mr Jared Norman Preparation and attendance at the hearing on 20 September 2016 Payable under Rule 13(1)	£5,000.00	Following the comments of Judge Barran referred in the Tribunal's letter dated 8 February 2017, the costs claimed under Rule 13(1) will be the subject of a separate application for Rule 13 costs against the Respondents.	Whilst the Applicants are no longer seeking these costs in this statutory costs application, the Applicants reserve their rights to include these costs in their application for Rule 13 costs.
EXPERTS' FEES			
20 Maunder Taylor Valuation expert fee for inspecting the property, considering	£3,000.00	It is denied that the costs of the Applicants' valuer were too high for a valuation report.	£3,000.00

<p>the documents, conducting meeting and preparing a report with valuation advice</p> <p>Payable under s. 33(1)(d)</p>		<p>The premises are a large, high-value property.</p> <p>No support for this submission has been provided by the Respondents.</p>	
<p>21 Maunder Taylor Valuation expert fee for meeting with the Applicants (1 hour @ £300 per hour)</p> <p>Payable under s. 33(1)(d)</p>	£300.00	<p>It was necessary for the Applicants, who are not in the property business, to understand the valuation. It was reasonable for the Applicants to incur costs of £300.00 to meet with their value and for the Respondent to meet those costs.</p>	£300.00
<p>22 Maunder Taylor Detailed conversation with Mr. Ahmadi; commencing negotiations with Andrew Lester; communications with the Applicant's solicitor</p> <p>Payable under s. 33(1)(d)</p>	£450.00	<p>The premises are a large and high-value property, which the valuer needed to discuss with his client, the Respondents' valuer and his clients' solicitor in order to provide an appropriate valuation and communicate it to the Applicants.</p>	£450.00
<p>23 Drivers & Norris Valuation expert fee for preparation of a valuation report in relation to the property</p> <p>Payable under Rule 13(1)</p>	£800.00	<p>The Applicants agreed that these costs cannot be claimed under s. 33(1)(d) but believe that they are payable by the Respondents under Rule 13(1).</p> <p>Following the comments of Judge Barran referred in the Tribunal's letter dated 8 February 2017, the costs claimed under Rule 13(1) will be the subject of a separate application for Rule 13 costs against the Respondents.</p>	<p>Whilst the Applicants are no longer seeking these costs in this statutory costs application, the Applicants reserve their rights to include these costs in their application for Rule 13 costs.</p>
<p>24 Drivers & Norris Valuation expert fee</p>	£1,250.00	Agreed.	£0.00

for appearing at the hearing on 20 September 2016 Payable under s. 33(1)(d)			
25 Drivers & Norris Preparation of a further submission to the Tribunal Payable under s. 33(1)(d)	£900.00	Agreed.	£0.00
OTHER EXPENSES			
26 Official entries Payable under s. 33(1)(b)	£3.00	This has been agreed by the Respondents.	£3.00
27 Photocopying Payable under s. 33(1)(a)(ii)	£16.60	This has been agreed by the Respondents.	£16.60
28 Photocopying Payable under Rule 13(1)	£76.80	Following the comments of Judge Barran referred in the Tribunal's letter dated 8 February 2017, the costs claimed under Rule 13(1) will be the subject of a separate application for Rule 13 costs against the Respondents.	Whilst the Applicants are no longer seeking these costs in this statutory costs application, the Applicants reserve their rights to include these costs in their application for Rule 13 costs.
29 Plans for the leaseback of the property Payable under s. 33(1)(e)	£245.00	Agreed.	£245.00
30 Town & County Civil Structural Engineers – Chartered Surveyors Expert in design and flat conversion - providing all the plans for the Counter Notice, first floor leaseback,	£583.35	These costs covered the production of 2 drawings: (1) top floor development – one room – art studio; and (2) first floor flat, two beds plan, two studio flats and connect two flats. Half the work related to	£583.35

Deleted: These costs relate to the production of the Land Registry compliant plan attached to the leaseback of the first floor flat awarded to the Applicants.

<p>conversion to studio flats and to connect 2 flats - first floor to ground floor flat</p> <p>Payable under s. 33(1)(e)</p>		<p>the leaseback claimed of the roof terrace and the other half related to the leaseback of the first floor flat.</p> <p><u>The Respondents submit that this cost was reasonable in order to protect their rights when serving the Counter Notice to future conveyancers of the areas identified in the drawings.</u></p>	
<p>31 Memory stick</p> <p>Payable under Rule 13(1)</p>	<p>£10.00</p>	<p>Following the comments of Judge Barran referred in the Tribunal's letter dated 8 February 2017, the costs claimed under Rule 13(1) will be the subject of a separate application for Rule 13 costs against the Respondents.</p>	<p>Whilst the Applicants are no longer seeking these costs in this statutory costs application, the Applicants reserve their rights to include these costs in their application for Rule 13 costs.</p>

Item No.	Original Claim	Respondent's Position/Offer	Applicants' Final Position	Tribunal Sum Allowed	Comments
1	£ 2,080.83	£ 1,787.50	£ 2,080.83	£ 2,080.83	Charge-out rates reasonable
2	£ 700.00	£ -	£ 700.00	£ 500.00	Not all costs claimed reasonably incurred
3	£ 350.00	£ -	£ 350.00	£ -	Not reasonably incurred
4	£ 700.00	£ -	£ 700.00	£ -	Not reasonably incurred
5	£ 310.00	£ -	£ 310.00	£ -	Not reasonably incurred
6	£ 1,550.00	£ -	£ -	£ -	Withdrawn - rule 13 claim
7	£ 1,860.00	£ -	£ 1,240.00	£ -	Part withdrawn - rule 13 claim - balance not reasonably incurred
8	£ 1,271.00	£ -	£ -	£ -	Withdrawn - rule 13 claim
9	£ 4,743.00	£ -	£ 2,840.00	£ 1,200.00	Part withdrawn - rule 13 claim - balance reasonably incurred
10	£ 540.00	£ -	£ 540.00	£ 540.00	Reasonably incurred
11.1	£ 2,010.00	£ 1,710.00	£ 2,010.00	£ 1,710.00	Some leaseback costs not reasonably incurred
11.2	£ 250.00	£ 250.00	£ 250.00	£ 250.00	Not disputed
12	£ 1,395.00	£ -	£ -	£ -	Withdrawn - rule 13 claim
13	£ 5,363.00	£ -	£ -	£ -	Withdrawn - rule 13 claim
14	£ 646.00	£ -	£ 336.00	£ -	Part withdrawn - rule 13 claim - balance not reasonably incurred
15	£ 91.00	£ -	£ 60.00	£ -	Not reasonably incurred
16	£ 961.00	£ -	£ -	£ -	Withdrawn - rule 13 claim
17	£ 600.00	£ -	£ 600.00	£ 600.00	Reasonably incurred
18	£ 500.00	£ -	£ 500.00	£ -	Not reasonably incurred
19	£ 5,000.00	£ -	£ -	£ -	Withdrawn - rule 13 claim
20	£ 3,000.00	£ 2,000.00	£ 3,000.00	£ 3,000.00	Reasonably incurred
21	£ 300.00	£ -	£ 300.00	£ -	Not reasonably incurred
22	£ 450.00	£ -	£ 450.00	£ -	Not reasonably incurred
23	£ 800.00	£ -	£ -	£ -	Withdrawn - rule 13 claim
24	£ 1,250.00	£ -	£ -	£ -	Withdrawn - rule 13 claim
25	£ 900.00	£ -	£ -	£ -	Withdrawn - rule 13 claim
26		£ 3.00	£ 3.00	£ 3.00	Not disputed
27	£ 16.60	£ 16.60	£ 16.60	£ 16.60	Not disputed
28	£ 76.80	£ -	£ -	£ -	Withdrawn - rule 13 claim
29	£ 245.00	£ 245.00	£ 245.00	£ 245.00	Not disputed
30	£ 583.33	£ -	£ 583.33	£ -	Not reasonably incurred
31	£ 10.00	£ -	£ -	£ -	Withdrawn - rule 13 claim
Job Total				£ 10,145.43	
AT @ 20%				£ 2,029.09	
Grand Total				£ 12,174.52	