

RESIDENTIAL PROPERTY TRIBUNAL SERVICE
LONDON RENT ASSESSMENT PANEL &
LEASEHOLD VALUATION TRIBUNAL

S.88 Commonhold and Leasehold Reform Act 2002



DECISION & ORDER

Case Number: CHI/43UD/LCP/2006/0001

Property: Chaucer Court
Lawn Road
Guildford
Surrey GU7 1AS

Applicants: St Leonard's Properties Limited

Respondents: Chaucer Court (Guildford) RTM Company Limited

Application: 18 July 2006

Hearing: 19 October 2006

Decision: 16 January 2007

Tribunal: Ms J A Talbot MA
Mr P D Turner-Powell FRICS
Mr T W Sennett MA MCIEH

Summary of Decision

The Tribunal determines that the amount payable by the Applicants to the Respondents in respect of the landlord's costs payable by the RTM Company shall be the sum of £8,381.09 inclusive of disbursements and VAT.

Application

1. On 18 July 2006 the Applicants made an Application to the Tribunal pursuant to Section 88 of the Commonhold and Leasehold Reform Act 2002 ("The 2002 Act") to determine the costs payable by the Respondent RTM company in connection with its acquisition of the right to manage under the Act on 17 December 2004.
2. Directions were issued by the Tribunal on 21 July 2006 and the matter was set down for an oral hearing.
3. Solicitors for the Applicants provided a Costs Schedule setting out details of the work carried out by them and giving the date, activity, brief description, level of fee earner, time spent, the hourly rate and the amount charged. The total costs claimed were £8,838.94 including disbursements and VAT.

Law

4. The law is to be found at Section 88 of the 2002 Act, which deals with costs incurred in connection with the acquisition of the statutory right to manage, and provides, insofar as is relevant:
 - (1) *A RTM company is liable for reasonable costs incurred by a person who is -
 - (a) landlord under a lease of the whole or any part of any premises,
 - (b) party to such a lease otherwise than as a landlord or tenant, or
 - (c) a manager appointed under part 2 of the 1987 Act to act in relation to the premises, or any premises containing or contained in the premises,in consequence of a claim notice given by the company in relation to the premises.*
 - (2) *Any costs incurred by such a person in respect of professional services rendered to him by another are to be regarded as reasonable only 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) *A RTM company is liable for any costs which such a person incurs as party to any proceedings under this Chapter before a leasehold valuation tribunal only if the tribunal dismisses an application by the company for a determination that it is entitled to acquire the right to manage the premises.*
 - (4) *Any question arising in relation to the amount of any costs payable by a RTM company shall, in default of agreement, be determined by a leasehold valuation tribunal.*

Hearing

5. A hearing took place in Woking on 19 October 2006. The Applicant landlord was represented by Mr S Serota of Wallace LLP, accompanied by trainee solicitor Mr Ellis. The Respondent RTM Company was represented by Mr Percy of TWM Solicitors.

6. In summary the facts were as follows. On 7 October 2003 the Secretary of the Chaucer Court Residents Association wrote to Freshwaters indicating that the Association intended to apply for the right to manage ("RTM") and requesting information regarding existing contracts. On 8 May 2004, nine Claim Notices were served in relation to the different blocks making up Chaucer Court, which consisted of 29 flats in all. The Applicant's solicitors served Counter Notices on 14 May 2004, without prejudice to their contention that the Claim Notices were invalid because the date required to be specified under Section 80(7) of the 2002 Act for acquiring the RTM was incorrect. In response Notices of Withdrawal of all the Claim Notices were served by the Respondent's solicitors on 18 May.
7. On 24 May 2004, nine further Claim Notices were served. Further Counter Notices were served on 23 June without prejudice to the contention that these Notices too were invalid, because they did not comply with Sections 71(1), 72 and 73(2) of the 2002 Act. In brief, it was contended that if a single RTM company is to manage the whole development, then there should only be one Claim Notice. Further Notices of Withdrawal were served on 4 August. Finally, a third single consolidated Notice of Claim was served on 5 August. This time the RTM was accepted. Subsequently Contractor Notices and a Section 93 Notice requiring information regarding buildings insurance and service charge matters were served and responded to. The RTM took effect on 17 December 2004.

The Applicant's Case

8. In support of the landlord's costs, Mr Serota explained that he was senior fee earner with considerable experience of leasehold matters. The Applicant landlord was a long-standing client of his firm. The hourly charging rates claimed in the Application were the rates always paid to his firm by this client. The rates were: £300 per hour for Mr Serota; £225 for Mr Jones, a partner, rising to £250 and £275 in July 2004 and July 2005; and £90 for a trainee solicitor. It was accepted by Mr Percy that it was not unreasonable for the Applicant to retain its usual solicitors in relation to the matter at their usual hourly charging rates.
9. Mr Serota submitted that it was necessary to serve Counter Notices in respect of all the potentially defective Notices of Claim in order to protect his client's position. The legal points at issue, as to whether the Notices were valid or not, were arguable, and ultimately would have to be decided by a court or leasehold valuation tribunal (*Mannai Investments Co Ltd -v- Eagle Star Life Assurance Co Ltd [1997]*). If Counter Notices were not served the tenants would automatically acquire the RTM so there was a great deal at stake for the landlord. He further defended the time taken to prepare all the Counter Notices on the grounds that different points were being taken, the contents were not identical and it was important to ensure that all the details were correct. The day to day handling had been carried out by an assistant solicitor but all the Counter Notices were checked and signed by a partner.
10. In response to questioning from the Tribunal Mr Serota stated that he had not considered the issue of the consolidated Notice until the second Claim Notices were served. He was not under a duty to raise any potential defects in the Notices with the RTM company's solicitors in correspondence. In support of his argument Mr Serota drew the Tribunal's attention to a previous LVT decision (LON/NL/1867/03) which stated: "*It was accepted by the Tribunal that so long as there was room for argument about the validity of the Notice ... the [landlord] was justified in seeking to protect its position by ... serving a "without prejudice counter notice ... the onus is on the [tenant] to serve a valid notice with the*

correct details and the applicant or her representatives should/could have been alive to the error and/or withdrawn the notice earlier". He dissented from further comments in that decision: "the tribunal felt it was unfortunate that Mr Serota had not sought to notify the applicant or her representatives of the defect in the notice when he first received it, a step which may have avoided the accrual of costs".

11. Mr Serota defended the inclusion in the Schedule of preliminary costs of £270 incurred for work done by him personally on receipt of the initial letter but before the service of the first Notices of Claim. This work involved reviewing Office Copy Entries, 2 letters and a telephone call. It was a necessary part of the overall work on the case, and it was reasonable for him to deal with these initial matters before passing it to a partner and assistant. He also argued that it was work done *"in consequence of a claim notice"* within Section 88(1) of the 2002 Act.
12. In relation to work done after the acceptance of the third Notice of Claim, Mr Serota submitted that it was reasonable for his firm to handle matters concerning ongoing contracts, service charge accounts and insurance. This involved responding to statutory requests under Section 93 of the 2002 Act and collating information from the landlord and its managing agents to ensure that the information provided complied with the statutory requirements. All the costs claimed on the Schedule were legal costs.
13. On costs claimed for subsequent matters, i.e. incurred after the acquisition of the RTM on 17 December 2004, Mr Serota submitted that these were recoverable because the ongoing work was directly connected to the property and the acquisition. He argued that, unlike costs of enfranchisement (under Section 60 of the 1993 Act), costs under Section 88 of the 2002 Act were not limited, for example, to investigating title. The work involved correspondence, reviewing insurance, the landlord's remaining right to insure its interests, reviewing major works documents and dealing with contractor notices, all of which was *"in consequence of a claim notice"*. He drew the Tribunal's attention to comments in a previous LVT decision (LON/ENF/1005/03) in relation to the 1993 Act that *"it would be surprising if freeholders were expected to be out of pocket in respect of their inevitable incidental expenditure incurred in obtaining the professional services of ... lawyers for a transaction and proceedings forced upon them"*.

The Respondent's Case

14. Mr Percy did not seek to defend the validity of the first set of Notices of Claim. He argued that the failure to specify the correct date was an inaccuracy that could not be rectified (*Free Grammar School of John Lyon –v- Secchi [1999]*). He did not accept that that *Mannai* applied. There was no scope for argument about the validity of the Notices and therefore it was not necessary or reasonable for the Applicant to incur costs preparing and serving the first set of Counter Notices.
15. Mr Percy accepted that there was an arguable issue on the validity of the second set of Notices of Claim, but that the costs of preparing the second Counter Notices were excessive; much of the work was a duplication of the first Counter Notices, and in any event it should have occurred to Mr Serota that the first Notices were invalid on more than one ground.
16. On the third Claim Notice, Mr Percy submitted that by 8 September 2004 the landlord's solicitors had all the information necessary to establish the right to acquire the RTM. All costs incurred after that date came into the category of property management issues rather than legal costs. He contended that matters

such as contracts, contractor notices, insurance, building works, or the running of the RTM company could and should have been dealt with in-house by the large Freshwater group of companies of which St Leonard's Properties Ltd was one. Some particular items, such as requests for electricity bills and insurance details, did not have to be handled by lawyers. One hour only would be appropriate for dealing with any attendant legal issues.

17. Mr Percy drew the Tribunal's attention to comments in a previous LVT decision (LON/00AE/LCP/2005/0003) where that Tribunal distinguished between the costs relating to the validity of the Notices of Claim and costs relating to other specific queries from the Applicant in that case, who was an individual joint landlord and also a leaseholder. That decision stated: *"it was clear to the Tribunal that the issues of insurance and repairs were matters relating to management not to the Notice of Claim"*.
18. In relation to the preliminary work, Mr Percy contended that these costs were beyond the scope of Section 88(1). In his submission the words *"costs incurred ... in consequence of a notice of claim"* meant costs restricted to work carried out after the service of the Notices and not before, and to issues of entitlement and validity of the Notices.

Decision

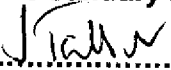
19. Firstly, the Tribunal reminded itself (as it had indeed reminded the parties) that it was not bound by former LVT decisions which arose out of the particular facts and circumstances of those cases.
20. Having said that, the Tribunal found some of the general comments in those decisions helpful in this case. It accepted the general principle that a landlord was not expected to be of pocket in respect of costs incurred instructing lawyers for a transaction forced upon it, in this case, the right to acquire the RTM. The law and statutory procedures in this area are complex and require particular attention to detail, especially in relation to the Notices of Claim and Counter Notices.
21. Moreover, the acquisition of the RTM at Chaucer Court was not a straightforward matter, involving as it did multiple blocks of flats and shared appurtenances at the development. It was not unreasonable for the Applicant landlord company to retain its usual firm of solicitors, at the same hourly charging rates that it normally paid for other work. The Tribunal considered whether any of the work could have been carried out more cheaply by a competent assistant. In view of the importance of the matter to the Applicant, the compulsory nature of the transaction and its complexity, it concluded that the level of fee earners was reasonable and that the hourly rates, which were accepted by the Respondent, albeit on the high side, were not unreasonable.
22. The Tribunal further accepted that it was incumbent upon the RTM company's solicitors to ensure that the Notices of Claim served by them were valid and complied with the legislation. Although it agreed with the previous LVT that it was somewhat unfortunate that Mr Serota had not drawn Mr Percy's attention to the potential defects in the Notices, thereby avoiding the accrual of some costs, he was not obliged to do so. It was reasonable for him to protect his client's position by serving Counter Notices in respect of both the first and second set of Claim Notices. It was not for the Tribunal to decide on the validity or otherwise of any of the Notices, but there were arguable points in both cases. Mr Percy had chosen to withdraw the first and second Notices rather than test the points raised.

23. On the construction of Section 88(1), the Tribunal took the view that the recoverable costs were wider in scope than the equivalent statutory provisions in respect of enfranchisement under the 1993 Act. Giving the words "*in consequence of*" their natural meaning, the Tribunal considered that costs incurred as a result of the acquisition of the RTM were not limited to those incurred after the service of the Claim Notice, but could in principle include preliminary work, provided it was directly relevant.
24. In relation to costs incurred after the acquisition of the RTM (which was 17 December 2004 rather than 8 September), the Tribunal accepted that it was not unreasonable for lawyers rather than managing agents to collate and co-ordinate the response to requests for information regarding contracts and insurance matters. These flowed from and were connected to the RTM and there were specific statutory duties to provide the information, the content and form of which was also prescribed. In principle the Tribunal concluded that such costs also fell within the scope of "*costs incurred .. in consequence of the claim notice*".
25. In terms of quantum, in the light of the above, the Tribunal allowed in full the preliminary work claimed on the Schedule at £270. It also allowed in full costs incurred in relation to the first Notices of Claim. However, it reduced the costs allowed for preparing the second Counter Notices by £157.50 (plus VAT) because, although the detailed points of objection were different, the fee earner was familiar with the case. Not all the details had to be amended.
26. Regarding the third Notice of Claim and subsequent work, including work done after 17 December 2004, the Tribunal considered that the work done by the Applicant's solicitors was essentially legal in nature, given the statutory obligations, and that it was reasonable for them to collate all the relevant information. However, it regarded the time spent on contractor notices, leases and documents, and in conference, as excessive and made adjustments of £600 (plus VAT) accordingly.

Determination

27. The Tribunal determines that the Applicant's reasonable costs payable by the Respondent pursuant to Section 88(1) of the 2002 Act are £8,381.09 (inclusive of VAT and disbursements) as shown on the attached Schedule.

Dated 16 January 2007


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Ms J A Talbot
Chairman

APPLICANT'S SCHEDULE AS AMENDED BY THE TRIBUNAL
Costs Schedule - Chaucer Court.xls

Date	Activity	Description	Fee Earner	Hours	Rate	Amount
Preliminary						
15 October 2003	Documents	Engaged considering documentation received from Chaucer Court Residents Association	Partner	0.5	£300.00	£150.00
16 October 2003	Call	Call with client	Partner	0.2	£300.00	£60.00
17 October 2003	Letter	Engaged preparing letter to Chaucer Court Residents Association	Partner	0.1	£300.00	£30.00
18 October 2003	Letter	Engaged preparing letter to client	Partner	0.1	£300.00	£30.00
First Notice						
19 April 2004	Documents	Engaged considering First Claim Notices	Partner	0.8	225.00	180.00
20 April 2004	Email	Engaged preparing email to client	Partner	0.1	225.00	22.50
20 April 2004	Email	Engaged preparing email to client (2)	Partner	0.1	225.00	22.50
20 April 2004	Documents	Engaged considering schedule	Partner	0.3	225.00	67.50
20 April 2004	Documents	Engaged obtaining office copy entries	Assistant	0.9	90.00	81.00
21 April 2004	Letter	Engaged preparing letter to client	Partner	0.1	225.00	22.50
21 April 2004	Documents	Engaged reviewing office copy entries	Assistant	0.8	90.00	72.00
21 April 2004	Call	Call to Durham District Land Registry	Assistant	0.1	90.00	9.00
21 April 2004	Letter	Engaged preparing letter to Durham District Land Registry	Assistant	0.2	90.00	18.00

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Costs Schedule - Chaucer Court.xls

22 April 2004	Documents	Engaged reviewing office copy entries and lessee details	Partner	0.5	225.00	112.50
22 April 2004	Call	Call with Durham District Land Registry	Assistant	0.1	90.00	9.00
12 May 2004	Documents	Engaged preparing draft counter-notices	Partner	1.3	225.00	292.50
13 May 2004	Documents	Engaged preparing further draft counter-notices	Partner	0.4	225.00	90.00
14 May 2004	Letter	Engaged preparing letter to RTM company	Partner	0.1	225.00	22.50
14 May 2004	Letter	Engaged preparing letter to RTM company's solicitors	Partner	0.1	225.00	22.50
14 May 2004	Documents	Engaged settling and preparing counter-notices for service	Partner	0.8	225.00	180.00
20 May 2004	Letter	Engaged preparing letter to client	Partner	0.1	225.00	22.50
24 May 2004	Letter	Engaged preparing letter to RTM company's solicitors	Partner	0.1	225.00	22.50
25 May 2004	Letter	Engaged preparing letter to client	Partner	0.1	225.00	22.50
Second Notice						
28 May 2004	Letter	Engaged preparing letter to client	Partner	0.1	225.00	22.50
22 June 2004	Call	Call to client	Partner	0.2	225.00	45.00
22 June 2004	Documents	Engaged obtaining details of RTM company	Assistant	0.2	90.00	18.00

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Costs Schedule - Chaucer Court.xls

22 June 2004	Documents	Engaged reviewing Second Claim Notices served and property documents	Partner	0.5	225.00	112.50
22 June 2004	Documents	Engaged preapring draft counter-notices and letters	Partner	2 1.3	225.00	450.00 292.50
23 June 2004	Documents	Engaged settling counter-notices and preparing for service	Partner	0.7	225.00	157.50
06 July 2004	Call	Call with client	Partner	0.1	225.00	22.50
05 August 2004	Documents	Engaged reviewing notices of withdrawal	Partner	0.3	250.00	75.00
05 August 2004	Letter	Engaged preparing letter to client	Partner	0.1	250.00	25.00
06 August 2004	Letter	Engaged preparing letter to client	Partner	0.1	250.00	25.00
Third Notice						
10 August 2004	Documents	Engaged reviewing Third Claim Notice	Partner	1	250.00	250.00
24 August 2004	Letter	Engaged preparing letter to client	Partner	0.6	250.00	150.00
26 August 2004	Letter	Engaged preparing letter to RTM company's solicitors	Partner	0.2	250.00	50.00
07 September 2004	Letter	Engaged preparing letter to RTM company's solicitors	Partner	0.1	250.00	25.00
08 September 2004	Letter	Engaged preparing letter to client	Partner	0.4	250.00	100.00
08 September 2004	Documents	Engaged reviewing RTM company documents and Register of Members	Partner	0.5	250.00	125.00



Costs Schedule - Chaucer Court.xls

08 September 2004	Letter	Engaged preparing letter to client (2)	Partner	0.1	250.00	25.00
08 September 2004	Letter	Engaged preparing letters to contractors	Partner	0.3	250.00	75.00
08 September 2004	Letter	Engaged preparing letter to RTM company's solicitors	Partner	0.1	250.00	25.00
08 September 2004	Documents	Engaged preparing draft contractor notices	Partner	1	250.00	250.00
09 September 2004	Email	Engaged preparing email to client	Partner	0.1	250.00	25.00
20 September 2004	Letter	Engaged preparing letter to client	Partner	0.1	250.00	25.00
16 September 2004	Letter	Engaged preparing letter to RTM company's solicitors	Partner	0.1	250.00	25.00
16 September 2004	Documents	Engaged amending and settling notices to contractors and	Partner	0.8 0.4	250.00	200.00 100.00
29 September 2004	Call	Call with client	Partner	0.1	250.00	25.00
12 October 2004	Call	Call with client	Partner	0.1	250.00	25.00
13 October 2004	Letter	Engaged preparing letter to client (1)	Partner	0.1	250.00	25.00
13 October 2004	Letter	Engaged preparing letter to client (2)	Partner	0.1	250.00	25.00
13 October 2004	Letter	Engaged preparing letter to contractor	Partner	0.1	250.00	25.00
13 October 2004	Letter	Engaged preparing letter to client (3)	Partner	0.1	250.00	25.00
13 October 2004	Letter	Engaged preparing letter to client (4)	Partner	0.1	250.00	25.00
13 October 2004	Letter	Engaged preparing letter to client (5)	Partner	0.1	250.00	25.00
13 October 2004	Letter	Engaged preparing letter to client (6)	Partner	0.1	250.00	25.00



Costs Schedule - Chaucer Court.xls

14 January 2004	Email	Engaged preparing email to client	Partner	0.1	250.00	25.00
19 October 2004	Call	Call with client	Partner	0.1	250.00	25.00
20 October 2004	Letter	Engaged preparing letter to contractor	Partner	0.1	250.00	25.00
21 October 2004	Email	Engaged preparing email to client	Partner	0.2	250.00	50.00
21 October 2004	Call	Call with client	Partner	0.1	250.00	25.00
22 October 2004	Email	Engaged preparing email to client	Partner	0.1	250.00	25.00
22 October 2004	Call	Call with client	Partner	0.1	250.00	25.00
01 November 2004	Call	Call with client	Partner	0.1	250.00	25.00
08 November 2004	Letter	Engaged preparing letter to contractor	Partner	0.1	250.00	25.00
08 November 2004	Letter	Engaged preparing letter to RTM company's solicitors	Partner	0.1	250.00	25.00
08 December 2004	Call	Call with client	Partner	0.1	250.00	25.00
08 December 2004	Letter	Engaged preparing letter to RTM company's solicitors	Partner	0.1	250.00	25.00
08 December 2004	Documents	Engaged reviewing documents provided by client and section 93 notice	Partner	0.6	250.00	150.00
09 December 2004	Documents	Engaged obtaining plan from Land Registry	Assistant	0.2	90.00	18.00
09 December 2004	Documents	Engaged considering leases and documents	Partner	2 1	250.00	500.00 250.00
09 December 2004	Call	Call with client	Partner	0.2	250.00	50.00
09 December 2004	Email	Engaged preparing email to client	Partner	0.1	250.00	25.00
09 December 2004	Call	Call with client (2)	Partner	0.1	250.00	25.00
09 December 2004	Call	Call with client (3)	Partner	0.1	250.00	25.00
09 December 2004	Call	Call with client (4)	Partner	0.1	250.00	25.00

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Costs Schedule - Chaucer Court.xls

10 December 2004	Letter	Engaged preparing letter to client	Partner	0.1	250.00	25.00
10 December 2004	Letter	Engaged preparing letter to client (2)	Partner	0.1	250.00	25.00
13 December 2004	Attendance	Attending at conference with client	Partner	1.5 0.5	250.00	375.00 125.00
13 December 2004	Letter	Engaged preparing letter to RTM company's solicitors	Partner	0.3	250.00	75.00
13 December 2004	Letter	Engaged preparing letter to client	Partner	0.1	250.00	25.00
13 December 2004	Call	Call with client	Partner	0.1	250.00	25.00
13 December 2004	Call	Call with client (2)	Partner	0.1	250.00	25.00
13 December 2004	Letter	Engaged preparing letter to client (2)	Partner	0.1	250.00	25.00
13 December 2004	Letter	Engaged preparing letter to client (3)	Partner	0.1	250.00	25.00
13 December 2004	Letter	Engaged preparing letter to RTM company's solicitors (2)	Partner	0.1	250.00	25.00
16 December 2004	Call	Call with client	Partner	0.1	250.00	25.00
16 December 2004	Call	Call with client (2)	Partner	0.1	250.00	25.00
16 December 2004	Call	Call with client (3)	Partner	0.1	250.00	25.00
16 December 2004	Letter	Engaged preparing letter to RTM company's solicitors	Partner	0.1	250.00	25.00
Subsequent Matters						
20 December 2004	Email	Engaged preparing email to client	Partner	0.1	250.00	25.00
20 December 2004	Letter	Engaged preparing letter to RTM company's solicitors	Partner	0.1	250.00	25.00
21 December 2004	Letter	Engaged preparing letter to client	Partner	0.5	250.00	125.00

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Costs Schedule - Chaucer Court.xls

21 December 2004	Letter	Engaged preparing letter to RTM company's solicitors	Partner	0.1	250.00	25.00
21 December 2004	Letter	Engaged preparing letter to client (2)	Partner	0.1	250.00	25.00
04 January 2005	Letter	Engaged preparing letter to RTM company's solicitors	Partner	0.1	250.00	25.00
10 January 2005	Letter	Engaged preparing letter to RTM company's solicitors	Partner	0.1	250.00	25.00
10 January 2005	Letter	Engaged preparing letter to client	Partner	0.1	250.00	25.00
10 January 2005	Letter	Engaged preparing letter to client (2)	Partner	0.1	250.00	25.00
14 January 2005	Letter	Engaged preparing letter to client	Partner	0.1	250.00	25.00
17 February 2005	Letter	Engaged preparing letter to client	Partner	0.1	250.00	25.00
12 April 2005	Call	Call with client	Partner	0.1	250.00	25.00
26 May 2005	Documents	Engaged reviewing insurance and major works documents	Partner	0.5	250.00	125.00
26 May 2005	Letter	Engaged preparing letter to Property Management Co	Partner	0.2	250.00	50.00
27 May 2005	Letter	Engaged preparing letter to client	Partner	0.1	250.00	25.00
17 June 2005	Letter	Engaged preparing letter to Property Management Co	Partner	0.1	250.00	25.00
01 August 2005	Letter	Engaged preparing letter to Property Management Co	Partner	0.1	275.00	27.50

Costs Schedule - Chaucer Court.xls

08 August 2005	Letter	Engaged preparing letter to client	Partner	0.1	275.00	27.50
08 August 2005	Letter	Engaged preparing letter to client (2)	Partner	0.1	275.00	27.50
22 August 2005	Letter	Engaged preparing letter to client	Partner	0.1	275.00	27.50
22 August 2005	Letter	Engaged preparing letter to Property Management Co	Partner	0.1	275.00	27.50
09 September 2005	Email	Engaged preparing email to client	Partner	0.1	275.00	27.50
26 September 2005	Letter	Engaged preparing letter to client	Partner	0.1	275.00	27.50
06 October 2005	Letter	Engaged preparing letter to Property Management Co	Partner	0.1	275.00	27.50
07 October 2005	Email	Engaged preparing email to client	Partner	0.1	275.00	27.50
07 October 2005	Letter	Engaged preparing letter to Property Management Co	Partner	0.1	275.00	27.50
08 February 2006	Documents	Engaged preparing itemised costs breakdown	Assistant	3	160.00	480.00
25 April 2006	Documents	Engaged making additions to itemised breakdown	Assistant	1	160.00	160.00

**Total fees
VAT**

~~£7,522.50~~ £6,765.00
~~£1,316.44~~ £1,183.88

Land Registry Fees

£228.00

**Courier Fees
VAT**

**£97.50
£17.06**

**Copying Charges
VAT**

**£76.30
£13.35**

TOTAL

~~£8,838.94~~ £8,381.09

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J Talbot

CHARMAN