

CHALFONT COURT RESIDENTS ASSOCIATION
RULES AND CONSTITUTION

1. NAME

The name of the association shall be the **CHALFONT COURT RESIDENTS ASSOCIATION** hereinafter called the Association.

2. OBJECTS

The Association shall have as its objects the furtherance of the community interest of its members and the maintenance and improvement of the amenities affecting those members.

3. MEMBERSHIP

Membership shall be open to any leaseholder or tenant other than the landlord, his agent and any of his employees, who pay a service charge to the landlord or his agent with respect to a flat at Chalfont court.

The annual subscription in respect of each flat shall be due on 31st January of each year. The amount shall be fixed by resolution in an Annual General Meeting, (AGM).

Membership of the association shall be an acknowledgement of the acceptance of the Rules and Constitution.

Membership of the Association shall terminate:

- A. Upon a member giving written notice to that effect to the Hon. Secretary
- B. Upon a member ceasing to be a tenant of Chalfont court.

4. ORGANISATION

The Committee shall consist of up to five members of the Association, the officers thereof being a Chairman, Hon. Secretary and Hon. Treasurer.

The election of the Committee and its officers shall take place at the AGM.

Committee members so elected shall hold office until the following AGM, when they shall be eligible for re-election upon re-nomination.

Nomination for membership of the Committee shall be proposed and seconded by two members of the Association and notified to the Hon. Secretary seven days in advance of the AGM and shall include the written consent of the nominee.

5. THE COMMITTEE

The Committee shall be empowered to fill any vacancy occurring on the Committee or among the officers for the remainder of its term in office; it shall also be empowered to Co-opt up to three extra members if necessary. The Committee shall also be empowered to appoint sub-committees from the membership, whose decisions will be subject to confirmation by the Committee. The Committee shall meet as and when required, its quorum consisting of a simple majority of its members, at least two of whom must be officers.

6. MEETINGS

The AGM of the Association shall be held not later than 1st June in each year. A report will be given at the AGM of the year's work of the Association.

An Extraordinary General Meeting, (EGM), of the Association may be convened at any time by the Hon. Secretary, either upon written instruction of the Committee, or at the written request signed by no fewer than 25% of members of the Association.

At the AGM or EGM 25% of the membership shall constitute a quorum and if not present, the meeting shall be adjourned to another day when members present shall form a quorum.

An Ordinary General Meeting, (OGM), of the Association may be convened at any time by the Hon. Secretary.

Any General Meeting, (GM), of the Association may be convened on fourteen days written notice to the members, which shall contain the Agenda.

Seven days notice in writing must be given to the Hon. Secretary of any resolution to be moved at any GM unless such resolution is admitted by the Chairman at the meeting.

A notice containing all resolutions and nominations to be moved, with the names of those proposing and seconding each resolution or nomination, shall be kept by the Hon. Secretary and be available for inspection by any member for seven days before the GM.

7. VOTING

Voting at a meeting of the Association shall be by a simple majority and be by the show of hands unless a ballot is demanded by a majority. In the case of equality, the Chairman shall have the casting vote.

For purposes connected with sections 18 – 30 of the Landlord and Tenant Act 1985 voting shall be restricted to variable service charge payers.

8. FINANCE

The property and funds of the Association shall be held and administered by the Committee, a resolution of the Committee shall be sufficient authority for any payment therefrom. The financial year shall end on 31st March up to which date an Annual Statement of Accounts and Balance Sheet shall be submitted for approval at the subsequent AGM.

A banking account shall be opened in the name of the Association. All cheques shall be signed by two Committee members, of which one must be an officer.

9. AUDITORS

Auditors may be appointed by a resolution at the AGM. Committee members shall not be eligible for appointment as auditors.

10. ALTERATION TO THE RULES AND CONSTITUTION

No alteration to the Rules and Constitution of the Association shall be made except at the AGM or at any EGM.

All complaints or suggestions on matters regarding the Association shall be made to the Committee, preferably in writing.

In the event of the Association being wound up, any surplus funds shall be dispersed to a suitable registered charity to be decided by a simple majority of the membership.

MEMBERS OF THE CHALFONT COURT RESIDENTS COMMUNITY ASSOCIATION

Mr. J. and Mrs. H. Blazey Flat 1.

Mr. S. Mc Millan 12 Parklands Avenue, Goring By Sea. BN12 4LB. Flat 3

Mrs. Leslie Barnes Flat 4.

Mr. Michael Sheppard Flat 6.

Mr. Richard Martin Flat 7

Mr. M. and Mrs. Davenport-Smith Flat 8.

Mr. L.J. and Mrs. M. Thorpe Flat 9

Miss P. Jones Flat 10

Mr. Roger Jones 57 West Avenue Worthing BN11 4NA Flat 11

Miss J. Edwards Flat 12

Mrs. Anne Beeching Flat 15

Miss Cynthia Hammond-Scott Flat 16

WE CERTIFY THIS TO BE A CORRECT RECORD
OF MEMBERS OF THE CHALFONT COURT RESIDENTS
ASSOCIATION

CHAIRMAN

M. Davenport-Smith

MR. M. DAVENPORT-SMITH

SECRETARY

M. Davenport-Smith

MRS. M. DAVENPORT-SMITH

Flat No 7 Chalfont Court
18 Lansdowne Road
Worthing
West Sussex
BN11 4NA

SOUTHERN 00701227

- 6 NOV 2006 *3rd November 2006*

RAP&LVT

Southern Rent Assessment Panel
1st Floor, 1 Market Ave,
Chichester
PO19 1JU

Dear Sirs,

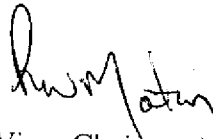
Chalfont Court Residents Association.

I enclose a completed application form to obtain a certificate recognising the above Association. I also enclose the following;

- a) A copy of the Rules and Constitution of the Association.
- b) A list of names and addresses of the members of the association certified by the Chairman and Secretary of the Association, Mr and Mrs Davenport-Smith.

I would like to give the following information in support of the application. The freeholder and landlord, Coastal Ground Rents Ltd, fails to respond to any communications from leaseholders and their solicitors about any aspect of the management of the block of flat. The committee feel that obtaining a Certificate of Recognition would put them in a stronger position in dealing with this unresponsive landlord so that they are able to address the several issues of concern about the maintenance of the property.

Yours Sincerely



Richard Martin (Vice- Chairman)

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

S.60 Leasehold Reform, Housing and Urban Development Act 1993



DECISION & ORDER

Case Number:	CHI/45UF/OLR/2006/0012
Property:	Flats 12,13,25 and 65 Abbotsbury Court Horsham West Sussex RH13 5PT
Applicants:	Jack Wigan and Katherine Wigan
Respondents:	Mortgage Investment Funds Limited [1] Semdall Residents Association Limited (Flats 12,13,25) [2] Roffey Management Limited (Flat 65) [3]
Application:	18 November 2005
Consideration:	11 October 2006
Decision:	16 October 2006
Tribunal:	Ms J A Talbot MA (Cantab)

Summary of Decision

The Tribunal determines that the amount payable by the Applicants to the First Respondents in respect of the legal costs of new leases shall be the sum of £2,693. VAT is to be added to this figure as appropriate.

Application

1. The Applicants had made an Application to the Tribunal pursuant to Section 42 of the Leasehold Reform Housing and Urban Development Act 1993 ("The 1993 Act") to determine various matters in relation to the grant of new leases.
2. By the date of the consideration, the parties had agreed all outstanding matters except for the amount of costs payable by the Applicants to the First Respondents. Valuation costs and costs claimed on behalf of the Second Respondents were agreed.
3. Directions were issued by the Tribunal on 14 March 2006 in relation to the substantive valuation matters, amended by letter dated 20 September 2006 noting that terms had been agreed other than the matter of costs and confirming that the costs would be determined by the Tribunal on the basis of written representations.
4. Solicitors for both parties provided written submissions, dealing with a schedule comprising a computerised printout of time spent, which were duly considered by the Tribunal on 11 October 2006. Solicitors for the Applicants were Dean Wilson Laing ("DWL"). Solicitors for the First Respondents were Osler Donegan Taylor ("ODT").

Law

5. The law is to be found at Section 60 of the 1993 Act, which deals with costs incurred in connection with new leases to be paid by the tenant, and provides, insofar as is relevant:
 - (1) *Where a notice is given under section 42, then (subject to the provisions of this section) the tenant by whom it is given shall be liable, to the extent that they have been incurred by any relevant person in pursuance of the notice, for the reasonable costs of and incidental to any of the following matters, namely –*
 - (a) *any investigation reasonably undertaken of the tenant's right to a new lease;*
 - (b) *any valuation of the tenant's flat obtained for the purpose of fixing the premium or any other amount payable by virtue of Schedule 13 in connection with a grant of a new lease under section 56;*
 - (c) *the grant of a new lease under that section;*
 - but this subsection shall not apply to any costs if on a sale made voluntarily a stipulation that they were to be borne by the purchaser would be void.*
 - (2) *For the purposes of subsection (1) any costs incurred by a relevant person in respect of professional services rendered by any person shall only be regarded as reasonable if and to the extent that costs in respect of such services might reasonably be expected to have been incurred by him if the circumstances had been such that he was personally liable for all such costs...*
 - (3) ...
 - (4) ...

- (5) A tenant shall not be liable under this section for any costs which a party to any proceedings under this Chapter before a leasehold valuation tribunal incurs in connection with the proceedings.*

Consideration

6. The Tribunal carefully considered the written submissions and the schedule.
7. Separate notices under Section 42 of the 1993 Act, all dated 20 October 2005, were served by DWL on behalf of the tenants of 5 flats at Abbotsbury Court: flats 12,13,24,25 and 65. The new lease of flat 24 had been completed and the costs paid. Therefore the submissions as to costs related only to the 4 remaining flats.
8. A copy of the schedule was attached to each submission, but some difficulties arose. The schedule set out the time spent, fee earner's initials and brief narrative but did not include the actual costs, either of each item, or any totals or sub-totals.
9. Work was recorded separately for each flat, including flat 24, which according to the submissions had already been agreed and paid. The Tribunal therefore assumed that these items were not at issue.
10. Further, the 2 copies of the schedule were not identical. They were presented differently and there were different entries. For example, ODT's copy included 13 items of work on flat 12 from 24/07/2006 to 28/09/2006 which did not appear on DWL's copy.
11. From the narrative, the Tribunal presumed that these items related to work connected with the costs issues (as the entry for 01/08/2006 reads "prepare printouts and letter to DWL"). These costs are not recoverable as they relate to the LVT proceedings. It is further presumed that, as they were excluded from the printout sent to DWL, they do not form part of the total costs claimed by ODT.
12. The total amount of costs claimed by ODT was £3,604 for all 4 flats. This appeared to derive from a global total of £4,505 for 5 flats, equating to £901 per flat. The total amount of costs for all 5 flats was stated to be £4,505 (all exclusive of VAT).
13. DWL framed their objections by agreeing certain items but disagreeing with others, which they submitted should be deducted from the total. ODT responded by conceding certain deductions but defending the remainder of the costs. For the sake of simplicity the Tribunal has adopted the same approach in making its determination.
14. Various matters were agreed. The hourly charging rates for the fee earners acting in the case were agreed at £130 per hour (£13 per unit for a 10 unit hour) for a trainee solicitor and £200 per hour (£20 per unit) for a partner. The valuer's fees of £250 per flat (excluding VAT) were agreed.
15. ODT conceded that the cost of work connected with the LVT proceedings should be deducted. These costs are of course specifically excluded by Section 60(2) of the 1993 Act. ODT quantified this as 24 units at £130, but the Tribunal has identified 23 units: 22 at £130 and 1 at £200. The sum to be deducted is therefore **£306.**

16. ODT further accepted that time recorded on flat 24 from 07/09/2006 should not be charged to all 5 flats, so that 9 units at £130 should be further deducted. The sum to be deducted is **£117**.
17. DWL objected to elements of duplication of legal work across the 4 flats, arguing that the matters should have been dealt with together and that standard formats could have been used to avoid unnecessary duplication.
18. ODT argued that as separate notices relating to different flats were served, separate files were opened and treated as distinct matters. Hence the schedule was divided into work recorded in relation to each flat. Subsequently, in correspondence, ODT agreed to deal with the matters jointly where possible.
19. The Tribunal accepted that in principle it was reasonable for ODT to open separate files. Although the leases were all granted at the same time, they were tri-partite leases including different management companies represented by different solicitors, so some additional individual administrative work on each case was required.
20. ODT explained that 66 units at £130 were recorded on 02/06/2006 apportioned across the flats, though this was not immediately clear from the schedule. DWL argued that this was excessive. ODT contended that 66 units apportioned across the flats was reasonable, as the matter was complex because of the tri-party leases and ongoing correspondence about the form of the Deed.
21. The Tribunal decided that the costs charged were excessive, given that the Deeds were presumably substantially the same. Tri-partite leases are not unusual and do not present major drafting difficulties. Minor adjustments may have needed for each flat, and it would be reasonable and necessary to check each Deed individually, but this did not justify 66 units.
22. The Tribunal allowed 30 units globally for drafting and amending the Deeds. Accordingly the amount to be deducted is 36 units at £130, a sum of **£468**.
23. DWL objected to time recorded for flat 12 on 09/05/2006 and 12/05/2006 for researching Hague concerning the law. This was a total of 6 units at £130 and 1 at £200 being discussion with the supervising partner. The Tribunal followed the general principle solicitors are expected to know the relevant law and that no additional chargeable time should be allowed for research. Accordingly the amount to be deducted is **£98**.
24. DWL objected to Counsel's fees of £490 plus VAT. This sum was in addition to the time recorded costs on the schedule. ODT contended that the cost of the advice was justified because it related to the effect on the valuation of an agreement not to invoke a rent review clause. The Tribunal decided it was not reasonable for the landlord to incur this cost. A valuer should be quite capable of taking such a point into account in the valuation exercise, in discussion with the solicitor on legal points as necessary. Counsel's fees were disallowed.
25. DWL objected to time spent in dealing with solicitors acting for one of the management companies and checking various matters concerning whether ground rent payments were up to date, and extending the lease for the common parts. The Tribunal accepted that these tasks were necessary to complete the transactions, given that new leases were to be granted at a peppercorn rent, and that the amounts were reasonable. These costs were allowed.

26. Finally, ODT claimed future costs for further work relating to completion formalities estimated at £78 (6 units at £130). The Tribunal decided that this was reasonable and allowed these costs.


Determination

27. As shown in the Table below, in total the Tribunal disallowed the sum of **£989** and Counsel's fees of **£490**. Costs for future work relating to completion formalities are allowed at **£78**.

Amount claimed (excluding VAT)	Amount disallowed (see above)	Amount allowed (see above)
£3,604 ODT's costs incurred	£989	£2,615
£78 yet to be incurred	Nil	£ 78
£490 Counsel's fees	£490	Nil
Totals	£1,479	£2,693

28. The total amount payable by the Applicants to the First Respondents is therefore **£2,693**. VAT is to be added to this figure as appropriate.

Dated 16 October 2006


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Ms J A Talbot
Chairman