



Claim Form (CPR Part 8)

In the County Court at Central London

Claim no.

L 0 2 CL 0 9 8

Fee Account no.

PBA

Help with Fees -
Ref no. (if appli-
cable)

H W F - -

Claimant

51 Draycott Place Freehold Limited
51 Draycott Place
London
SW3 3DB



Defendant(s)

Tarquin Management Limited
41 Aldebert Terrace, London, England, SW8 1BH

Does your claim include any issues under the Human Rights Act 1998? ☐ Yes ☒ No

Details of claim (see also overleaf)

1 At all material times the Claimant is a nominee purchaser seeking the transfer of a Freehold from Tarquin Management Limited, the Defendant, under Section 24 of the Leasehold Reform (Housing and Urban Development) Act 1993 ("the Act").

2 On 9 August 2022 the Claimant served a Notice under the Act exercising its right to acquire the Freehold and pay a premium accordingly. The Defendant served a Counternotice disputing the terms proposed on 9 August 2022, and thereafter on 5 March 2024 the First-Tier Tribunal Property Chamber (Residential Property) made a decision confirming the transfer could be made, subject to a total premium of £23,929 being paid by the Claimant. At the same time, the Tribunal approved the terms of a transfer document (a TR1 form) and awarded that the Claimant should apply for a Vesting Order.

3 A copy of the decision and the TR1 approved is attached at Appendix 1.

4 Further, on 13 May 2024, the Tribunal made a decision awarding the Claimant costs under Rule 13 of the Tribunal Procedure (First-Tier Tribunal) (Property Chamber) Rules 2013, such that the Defendant must pay 60% of the Claimant's costs for the entire procedure, together with 60% of the costs of the hearing and the application fee. A copy of the Costs Order made on 13 May 2024 is appended hereto at Appendix 2.

Defendant's
name and
address

Tarquin Management Limited
41 Aldebert Terrace, London, England, SW
8 1BH

Court fee

£

365

Legal representative's
costs

Issue date

17 JUN 2024

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When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

Claim no.

Details of claim (continued)

5 A witness statement is attached giving further details of the claim, by way of background.

6 All the terms of acquisition have been determined under the Act (Section 24(5) and (6)) as per the decision appended to Appendix 1 and the Claimant, as nominee purchaser, hereby applies to acquire all the interests to be vested and transferred to it on the terms determined by the Tribunal.

7 Further, appended at Appendix 3 are requests to the Landlord to sign the TR1 which have gone without a response. As such, the Claimant seeks the cost of this Vesting Order application and seeks an Order that once determined those costs and the costs awarded within the Tribunal procedure are deducted from the premium before the Claimant needs to make payment into Court of the premium to ensure the Vesting Order is made.

8 The Claimant further applies for an Order that the service charge, that the Defendant alleges remains outstanding, need not be deducted or paid before the Vesting Order is made and the TR1 executed by or on behalf of the Defendant.

Jason Kallis, of Merali Beedle
Vicarage House
58-60 Kensington Church Street
London
W8 4DB
email: jkallis@meralibeedle.com

Claimant's or claimant's legal representative's
address to which documents should be sent if
different from overleaf. If you are prepared to
accept service by DX, fax or e-mail, please
add details.

Statement of Truth

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

☒ I believe that the facts stated in these particulars of claim are true.

☒ The Claimant believes that the facts stated in these particulars of claim are true. I am authorised by the claimant to sign this statement.

Signature



☐ Claimant

☐ Litigation friend (where claimant is a child or a Protected Party)

☒ Claimant's legal representative (as defined by CPR 2.3(1))

Date

Day

12

Month

06

Year

2024

Full name

Jason Kallis

Name of claimant's legal representative's firm

Merali Beedle

If signing on behalf of firm or company give position or office held

Solicitor

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

Case reference	:	LON/00AW/OCE/0030
Property	:	51 Draycott Place, London SW3 3DD
Applicants	:	Mr Bahadir Erdem Mr Dominic Galvin Mr John Calani
Representative	:	Mr Jason Kallis- Solicitors
Respondents	:	Tarquin Management Limited Mr Mario Angiolini- Director- Not present and unrepresented
Representative	:	
Type of application	:	Section 24 of the Leasehold Reform, Housing and Urban Development Act 1993
Tribunal members	:	Judge Monica Daley Mr Duncan Jagger FRICS
Date of determination and venue	:	Date at By Video Link- Property Tribunal
Date of decision	:	5 March 2024

DECISION

Summary of the tribunal's decision

- (1) The appropriate premium payable for the collective enfranchisement is **£23,929 (Twenty-Three Thousand Nine hundred and Twenty-Nine Pounds)**.

Background

1. This is an application made by the applicants, nominee purchasers/qualifying tenants pursuant to section 24 of the Leasehold Reform, Housing and Urban Development Act 1993 ("the Act") for a determination of the premium to be paid for the collective enfranchisement of 51 Draycott Place, London SW3 3DD (the "property").
2. By a notice of claim dated 9 August 2022, served pursuant to section 13 of the Act, the applicant exercised the right for the acquisition of the freehold of the subject property and proposed to pay a premium of £8,900.00 for the freehold interest and £100.00 for the additional freeholds specified in the Notice.
3. On 16 October 2022, the respondent freeholder served a counter-notice admitting the validity of the claim and counter-proposed a premium of £187,500 for the freehold and £75,000 for the additional freehold interest specified in the lease.
4. On 14 February 2023, the applicant applied to the tribunal for a determination of the premium and terms of acquisition.
5. Although there was a joint inspection there was no agreed valuation report and the respondent did not subsequently provide his valuation report. Accordingly the tribunal has considered the agreed list of issues that has been produced.

The issues

Matters agreed

6. The following matters were agreed:
 - (a) The subject property is a period Victoria mid-terraced house divided into 5 flats, on the lower, ground, first, second and third floors. The property is situated within the Sloane Square Conservation area, however the building itself is not listed.
 - (b) The valuation date: 9 August 2022;
 - (c) Details of the tenants' leasehold interests:
 - (i) The Dates of leases and Terms of the leases:
 - (ii) Flat 1 – 8 August 1989- 999 years
 - (iii) Flat 3- 8 August 1989- 999 years
 - (iv) Flat 4-8 August 1989- 999 years
 - (v) Flat 5- 8 August 1990- 999 years

- (vi) Terms of leases:
- (vii) Ground rents:
- (viii) Unexpired terms at valuation dates: Flat 1 – 966 years Flat 2 – 966 years, Flat 3 – 966, Flat 4 – 966 and Flat 5- 967;
- (d) Ground rent: £125.00 per annum throughout the term for flats 1,3, 4 and 5. However, this rate was not agreed by the Respondent as being applicable for flat 2;
- (e) Capitalisation of ground rent: 7% per annum; and
- (f) Deferment rate: no reversionary value.

Matters not agreed

- 7. The following matters were not agreed:
 - (a) Development hope value; and
 - (b) The premium payable.
 - (c) The applicable ground rent for flat 2.

The hearing

- 8. The hearing in this matter took place on 30 & 31 January 2024, the hearing continued on to the 31 January 2024 due to technical difficulties. The applicants were represented by Mr James Kallis-Solicitor for the Applicants. The respondent was unrepresented and did not attend the hearing. The hearing was attended by all those parties who are listed above.
- 9. Prior to the hearing neither party asked the tribunal to inspect the property and the tribunal did not consider it necessary to carry out a physical inspection to make its determination.
- 10. The applicant relied upon the expert report and valuation of Matthew Price BSc MRICS of Associate Director, dated 12 January 2024. The respondent did not provide an expert report.

Preliminary Matters

- 11. Prior to the hearing Mr Angiolini (the director of the respondent company and the leaseholder of flat 2), applied for an adjournment of the hearing on the grounds of ill health, he also requested additional time in order to obtain representation. His request was refused. On 30 January 2024, he renewed his request by email. He continued to rely on the grounds of ill health and also on the grounds that he intended to instruct solicitors to represent him. However, he did not provide the Tribunal with any medical evidence in support of his application. He

did not attend the hearing and as a result the panel had to consider whether to proceed with the hearing in the absence of the respondent Mr Angiolini.

12. The Tribunal read and considered the application on behalf of the respondent. The Tribunal heard from Mr Kallis on behalf of the applicants, he told the Tribunal that there was a long history of non-compliance by Mr Angiolini, who often waited to the last minute to comply. He referred to the counter-notice which he stated was filed on 16 October 2023 (the last date for compliance). He referred to Mr Angiolini's response to the tenants' application for enfranchisement. In which he emailed them and stated -: "If... you still decide to go ahead [with the enfranchisement claim], it will become very personal and all three will gain a sworn enemy. Rationality and proportionality will not come into it and costs will be an irrelevance..." Mr Kallis asked the Tribunal to note in particular that the respondent had indicated that the costs both to himself and the applicants would be irrelevant, given this he was unlikely to be proportionate in dealing with this matter had had shown a disregard to the costs to the applicants.
13. Mr Kallis informed the Tribunal that Mr Angiolini was a barrister of some experience who had filed his own counter-notice and had displayed an understanding of the law which underpinned enfranchisement. Given this there was no reason to consider that he was disadvantaged in representing himself. So it was of concern that at this late stage he sought to adjourn to seek representation.
14. In respect of Mr Angiolini's health and his ability to attend the hearing and conduct his own representation, although he relied upon two distinct aspects of his health (his mental and his physical health), he had not provided any medical evidence in support.
15. Mr Kallis told the Tribunal that the respondent had rented his flat to tenants and that there had been issues with the respondent's tenant who had been arrested for drug dealing and this had been linked to the flat. The Tribunal was not provided with evidence of this allegation. The Tribunal was also referred to on-going difficulties that the tenants had in having repairs carried out at the property which the tenants could affect once the enfranchisement had taken place. Again the Tribunal noted that although Mr Kallis had made representations concerning this it did not have any additional evidence of these matters.

The decision of the Tribunal on whether to adjourn or proceed in the absence of Mr Angiolini director of the respondent company

16. The Tribunal considered rules 3 & 34 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. Rule 34 of the rules provides that "If a party fails to attend a hearing the Tribunal may

proceed with the hearing if the Tribunal is (a) satisfied that the party has been notified of the hearing or that reasonable steps have been taken to notify the parties of the hearing; and (b) considers that it is in the interest of justice to proceed with the hearing.

17. Rule 3 of the Tribunal rules require the Tribunal to deal with cases fairly and justly and to deal with the case in ways which are proportionate to the case and the complexity of the issue. Rule 3 also requires the Tribunal to avoid delay so far as is compatible with a proper consideration of the issues.
18. The Tribunal noted that the application was filed in February 2023, and given this the respondent had sufficient time to seek representation, the Tribunal noted that the respondent had instructed a surveyor who had carried out a joint inspection on the respondent's behalf however the respondent chose not to file a valuation report. There was no information before the Tribunal that the respondent had made contact with any potential representatives on his behalf, or that an adjournment would result in his being represented.
19. The Tribunal also noted that the respondent also sought an adjournment on the grounds of his ill health, however he had not provided the Tribunal with medical evidence to support his contention that he is unable to attend the hearing and represent himself.
20. The Tribunal in making its decision was careful to remind itself that although both parties had put forward information that information was not supported by further evidence and given this, the Tribunal made its decision on the submissions and evidence before it.
21. The Tribunal was also mindful that the Applicant's had professional witnesses who had been scheduled to attend on their behalf. It also noted that Mr Angiolini had put forward detailed submissions which were included within the bundle and that these submissions would be considered by the Tribunal in due course. The Tribunal noted that although a valuer had been instructed to carry out a survey on Mr Angiolini's behalf the respondent had chosen not to submit this survey as part of the evidence. The Tribunal had the advantage of having sight of Mr Price's valuation report, and although Mr Price had been instructed by the Applicant, he was aware of his duties to the Tribunal and his professional obligations, the Tribunal would be able to test his evidence.
22. The Tribunal was satisfied that it is appropriate and proportionate for the hearing to proceed in the absence of the respondent's representative. The Tribunal had expert evidence, and is also a professional tribunal who will be able to evaluate this evidence. Should the Tribunal consider that issues arise which could create potential unfairness to the respondent then the Tribunal could consider whether

at the point that any such issue arose an adjournment whether an adjournment was necessary.

The Hearing

23. Mr Kallis made submissions on the Applicants' behalf, he took the Tribunal to the updated office entry for the premises which showed that the absolute title was held by Tarquin Management Limited, he referred to the plan which was attached to the initial notice. Mr Kallis referred to the fact that the original leases were for a term of 999 years, he submitted that this had a significant effect on the premium to be paid on enfranchisement. He referred to the summary of the leases in the office copy entry.
24. He referred the Tribunal to the Notice and the fact that there was appurtenant land and the rights to be acquired. He said that this referred to small sections of two vaults under the pavement of the property . He told the Tribunal that the vaults were accessed from the freehold property although they extended to an area under the public pavement/highway.
25. The Tribunal was informed that the development value of the premises was contested. Mr Kallis told the Tribunal that to simplify the respondent's case there were two main areas, the loft above Ms Gholam's flat 5, both this and the vault were all within the freehold of the common part.
26. The Tribunal was referred to the definition of the common parts of the premises within the lease which stated that "the common parts" shall mean those parts of the property used or intended to be used or .enjoyed by the Tenants as a class and not included or to be included in any demise and including (and without prejudice to the generality of the foregoing) the entrance halls landings paths serving or leading to the various parts of the Property. passages and staircases ,of and in the property and the common basement area vaults access ways staircases and the vaults outside of the property."
27. Mr Kallis, stated that the respondent contested the vaults, he referred the Tribunal to the Counter Notice in particular the proposal was for the freehold title to the vaults under the pavement the notice stated that they should "be retained ... insofar as it is not included in the registered freehold title. In the alternative, the notice proposed a lease back.
28. Mr Kallis referred to a of video which had been provided within the evidence of the vaults. He told the Tribunal that the cellar was empty and as such it could only be considered to be a storage area, the Tribunal was referred to a photograph which depicted a bin storage at

basement level. He noted that it was possible that the flat at the rear may have another similar area, however Mr Angiolini had not permitted an inspection to be made of this area.

29. He referred to the vaults which were accessible and noted that one of the leaseholders had asked for permission to store/rent one of the vaults for the use of an exercise bike. However the vaults had proved to be too small. Mr Kalles stated that they were approximately 1.5 metres and he referred to the video which had been provided. He stated that the vault also housed significant services for the building such as the electric and gas meters and the water stopcock. Given this there was a need for the tenants to be able to access the vaults and it was not practicable to grant a lease back. He referred to the price in the notice and the tenants proposed price for the additional freehold land.
30. In respect of the loft he submitted that the only person who such a development could benefit, was the tenant of flat 5 as she was the only one who had access to the roof area. He further referred to the fact that the building was in a conservation area, and given this such an extension was likely to be both expensive and restricted. He submitted that there was no evidence to support the respondent's suggested valuation of this neither was there any evidence provided by the respondent concerning the practicalities of such an extension or the costs. He referred the Tribunal to the planning report, which stated that no one had been able to undertake such a development in the conservation area.
31. In his Skeleton Argument Mr Kallis submitted at paragraph 9. That "...It appears that Mr Angiolini ascribes value to the ground rent payable under his lease, and to the grossed-up value of storage rents he says are always paid for vaults that are under the pavement or near/around the entrance to the basement flat. In response to these points the Applicant states as follows: a. Mr Angioloni relies on a deed he says varies his own long leasehold interest such that a ground rent of £999 a year has been paid by him to Tarquin since the date of that deed being 2 November 2020. This document is not registered, nor has it been disclosed, and is considered to be a sham. Regardless of whether it is or not it is not registered so unenforceable against a purchaser for value nonetheless. No evidence of payments being made have been provided by the Respondent. b. The Applicants do not agree that the vaults can be used for storage for the freeholder's benefit in any event, as in fact all tenants have a right under their leases to use the vaults."
32. He submitted that the vaults are common parts and that the relevant sections of each tenant's lease defines the vaults as common parts. He submitted that " Further, the vaults have almost always been guarded by a door without a lock until September 2022, when Mr Angiolini did work to lock at least one of them. He now claims that this vault has always been locked. In fact, this vault houses the electricity meter, and

the others, which are open, house tenants' bins. There has been no evidence provided of storage costs received, and even if such payments were received, historically, they should not have been (albeit the tenants do not recall any such use, certainly not regular use to the exclusion of others..."

33. Mr Kallis informed the Tribunal that there was a dispute concerning the outstanding service charges, the normal position was that such charges would be settled prior to the transfer, however he submitted that the transfer should be affected notwithstanding the outstanding service charges. Mr Kallis provided the Tribunal with a one paged extract, from a textbook, dealing with enfranchisements on this issue.

Evidence of Matthew Price- Valuer

34. The Tribunal heard from Matthew Price who explained the principles that he had applied in valuing the property for the purpose of enfranchisement. He explained that because the leases were for 999 years the reversionary value was zero. He stated that for the leases to obtain a reversionary value of £1.00, the property would have to be valued at One Billion pounds with leases of 420 years. However the normal value for a premises of this type in Sloane Square was approximately eight million, and the length of these leases meant that there was no reversionary value.
35. In respect of the capitalisation rate he had applied 7% which he stated was the rent to be applied for static rents. He noted the respondent's claim that the rent for flat 2 was significantly higher and that this was claimed to be as a result of a deed of variation from around 2020, however he noted that the deed had not been registered and appeared to be a sham.
36. In respect of the developmental value for the premises, he deferred to MZA Planning Consultants. However based on his own knowledge and experience, he set out that he did not consider there to be a realistic prospect of planning permission being granted for any type of building/extension above flat 5. In respect of a lateral extension of the mansard, whilst he acknowledged that there was a theoretical possibility. Mr Price informed the Tribunal that he believed that an arm's length purchaser "a hypothetical purchaser of the freehold would not pay a premium in the form of a 'gambling chip' for the slight possibility of such a development.
37. In respect of the development of the vaults in his report at paragraphs 10.3 & 10.4 he stated that:- "Any conversion of the vault areas to residential accommodation would require the gas, electricity and bin storage to be relocated. The only hypothetical area for gas and electricity is the ground floor communal, internal entrance which would be highly impractical and would require the Applicants' consent.

There is nowhere else on the premises for the bins to be relocated to. 10.4 e stated:-" I believe that a hypothetical purchaser of the freehold would not pay a premium in the form of a gambling chip..."

38. In his evidence and in answer to Tribunal questions he remained of the opinion set out in his report, that it would not be possible to add a glass roof over the vaulted areas or enlarge the living room of flat 1 by enclosing the court yard.
39. Mr Price submitted that for the Appurtenant Land (common parts or gardens surrounding premises such as the communal entrance, corridors, steps and exterior steps down the vaults. In applying normal valuations practices the reasonable sum for this was £500.
40. At paragraph 14 of his report he set out how he arrived at the valuation figure of £9429.00 including the figure of £500.00 for the Appurtenant land.
41. He told the Tribunal that the only additional point he wished to set out was that he had not seen the respondent's flat. He believed that the cellar was underneath his flat and also Mr Galvin's which was at the rear, he stated that given this there was the possibility of a lease back in relation to the cellar that was underneath flat 1.

Mr Y Mwenza of MZA Planning- development of the roof and vaults

42. The Tribunal heard from Mr Mwenza, who had provided a report dated 7 August 2023, in his report he set out that although the premises was not listed it was within the Sloane Square conservation area, he referred to the Sloane Square Conservation Appraisal document at paragraph 5.7 which stated:- "Roof extensions that either stand alone in a group of unaltered roofs or that have different designs have a negative impact on the appearance of the buildings and the street scene."
43. He also referred to the Council's planning policy CL6 which was particularly relevant to small scale alterations and additions "The Council will require that alterations and additions do not harm the existing character and appearance of the building and its context. To deliver this the Council will resist small- scale development that a. harms the character or appearance of the existing building, its setting or townscape; b. results in a cumulative effect which would be detrimental to the character and appearance of the area; c. is not of high-quality form, detailed design and materials or is not discreetly located."
44. In his report he concluded that:- "It is considered that the proposal to add an additional floor to the building would be contrary to the

provisions of local plan policies CL1, CL2, CL6 and CL9 of the Kensington and Chelsea Local Plan. The main issue is that an additional floor would be at odds with the character of the existing property and terrace which is consistent in height. The proposal would stand higher than the existing roof level and be visible from long views from neighbouring roads. In addition to this the proposal would give the building a top-heavy and bulky appearance. It is therefore considered that a planning application to add an additional level to the building would not be supported by the Council and would be contrary to the local plan policies listed above. extensions.”

45. Mr Mwenza was asked about the valuation report which included photographs of the frontage of the property. It was possible to see a property which had a roof development he stated that he could see that the chimney stack of one of the properties was raised, and it was possible that there were extensions behind the gable, however no roof top development could be seen from the road.
46. Mr Mwenza told the Tribunal that he had not visited the property but he could see that the building had been extended at nos. 49, it was clear that there had been a roof alteration but there was no increase in the height. He noted that CL6 required small scale developments to be subordinate to the host property and as such set back from the parapets. As the property was in the Sloane Square conservation area the bar was set particularly high in respect of the quality of the build. He was still of the opinion that planning permission would not be granted for such a development.
47. He was asked about the extent of his enquiries he stated that he had checked the planning register and that although there had been one application for number 49 it had been withdrawn.
48. He was asked about his opinion of the developmental value of the vaulted area. In respect of the bin storage area he noted that this would also require planning permission. Mr Mwanza noted that wholesale infilling of the vaulted area was most unusual. In respect of the basement/cellar any development would require it to be dug out. Accordingly he remained satisfied that the conclusions in his report were accurate and that planning permission would not be granted for the development of the roof or the vaulted area at basement level.
49. He was asked by the Tribunal about the potential lateral development for flat 5. Mr Mwanza accepted that there would be a benefit for flat 5 and that it would enlarge a double bedroom, however, he considered that the cost of the development would need to be considered by any hypothetical developer who would weigh the costs of such a development which would include planning consultancy against any potential profit, given this he considered that the chance of any development value was low.

50. In his conclusion Mr Kallis stated that it is proposed that the TR1 is amended, or a prior contract is put in place, to allow for a transfer to take place without the prior resolution of any service charge dispute, or any other proposed dispute between the freeholder and the participating tenants. He stated that the respondent had put in three applications post the Notice of Claim, which in his view were designed to frustrate and delay the transfer.
51. In closing Mr Kallis told the tribunal that the applicants sought a transfer on the terms set out in the transfer documents. He submitted in respect of the cellar and the vaults, that Section 38 of the Act applied and that they were not a unit in the definition of The Act. They had been used for storage; he told the Tribunal that although a door was now locked on one of the units which had not been the case prior to the Notice being served. He stated that the unit must exist prior to the relevant date and cannot be created later.
52. He set out that the Tribunal could grant a vesting order and a draft contract or could order the transfer with the landlord's interest protected by a lien.
53. Mr Kallis indicated that the Applicants wished to apply for an order for costs under regulation 13 of the First-tier (Property Chamber) Tribunal Regulations 2013. At the hearing the Tribunal set out that such an application should be made on notice.

Tribunal direction for an application under Regulation 13

54. Given this The Tribunal directs that (i)The Applicant's shall within 21 days of the date on the decision notify the Respondent of their intention to apply for an order under regulation 13, setting out the grounds. (ii)The Respondent shall respond to any such notice within 21 days. Should a response be received, this matter shall be determined as a paper termination.

The tribunal's determination and the Reasons for the tribunal's determination

55. The Tribunal considered carefully all of the documentary evidence within the bundle of 168 pages, including the evidence of the Respondent and the evidence and submissions at the hearing it made its findings on the issues in dispute.

The ground rent

56. The Tribunal accepted the evidence of Mr Price, and Mr Kallis' submissions in respect of the ground rent. It noted that there was no evidence provided by the respondent for the increased ground rent for flat 2, the Tribunal therefore decided that the ground rent for each of the flats was £125.00 (one hundred and twenty-five pounds) per annum.

57. Accordingly the Tribunal finds that the rent reserved is **£625.00**.

58. The Tribunal accepted the evidence of Mr Price that the years reserved were 14.2857, the capitalisation rate is 7%. The Tribunal accepted that the premium to be paid for the value for the freehold was **£8929.00**. In this regard it was satisfied by the valuation put forward by Mr Price.

The value of the Appurtenant Land

59. The Applicant's had arrived at a value of £500.00, this was a nominal value and was in keeping with valuation principles, however, the Tribunal considered that this did not take into account the value of storage to the applicants for their own usage or that there was a value in having storage for bins which would be considered as a factor for a hypothetical purchaser for value.

60. The Tribunal also considered that such storage would be at a premium in the Sloane Square area given this the Tribunal considered that the vaults have a value over and above the normal nominal value paid. This includes the value of the vaulted areas including the bin store and the cellar, accordingly the Tribunal determined that this should be reflected in the value for the appurtenant land.

61. The Tribunal determine that the value of the Appurtenant land is **£5000.00**.

The development value of flat 5

62. The Tribunal accepted the evidence of both Mr Price and Mr Mwanza that the costs of any potential development of the roof at flat 5, would be beset with potential difficulties, and would in all possibility outweigh the potential value of the development. However, nevertheless it considered that a hypothetical developer would still consider paying a sum which would represent the possibility that planning permission might be granted for a lateral extension, which would increase the value of flat 5,

significantly. Given this the Tribunal considered that they would pay a sum which represents a gambling chip which the Tribunal accessed at **£10,000**.

63. Accordingly the Tribunal determined that the sum of **£10,000** should be paid for the development value.

The terms of the Transfer

64. The Tribunal were informed that there was an on-going dispute concerning the service charges and that the respondent had issued three applications, however these applications were not part of the issues that this tribunal has been asked to decide.
65. The Tribunal has considered the terms of the draft contract the Tribunal is satisfied that the terms of the draft transfer are appropriate. However given the outstanding service charge dispute which has not been quantified in any way before the Tribunal. The Tribunal is not satisfied that it has the power to grant a transfer without a vesting order, and given this the applicants will should the service charges remain unresolved, apply to the court for a vesting order on the terms set out in the draft which are approved by the Tribunal.

The premium

66. The tribunal determines the appropriate premium to be **££23,929**. The valuation of the Freehold Current Interest is in accordance with Mr Price's calculations.

Name: Judge Daley

Date: 5.03.2024

Appendix: Valuation setting out the tribunal's calculations

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28- day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

The Law

Section 24 of the

Applications where terms in dispute or failure to enter contract.

(1) Where the reversioner in respect of the specified premises has given the nominee purchaser—

(a) a counter-notice under section 21 complying with the requirement set out in subsection (2)(a) of that section, or

(b) a further counter-notice required by or by virtue of section 22(3) or section 23(5) or (6),

but any of the terms of acquisition remain in dispute at the end of the period of two months beginning with the date on which the counter-notice or further counter-notice was so given, the appropriate tribunal may, on the application of either the nominee purchaser or the reversioner, determine the matters in dispute.

(2) Any application under subsection (1) must be made not later than the end of the period of six months beginning with the date on which the counter-notice or further counter-notice was given to the nominee purchaser.

(3) Where—

- (a) the reversioner has given the nominee purchaser such a counter-notice or further counter-notice as is mentioned in subsection (1)(a) or (b), and
 - (b) all of the terms of acquisition have been either agreed between the parties or determined by **[F2the appropriate tribunal]** under subsection (1),
- but a binding contract incorporating those terms has not been entered into by the end of the appropriate period specified in subsection (6), the court may, on the application of either the nominee purchaser or the reversioner, make such order under subsection (4) as it thinks fit.
- (4) The court may under this subsection make an order—
- (a) providing for the interests to be acquired by the nominee purchaser to be vested in him on the terms referred to in subsection (3);
 - (b) providing for those interests to be vested in him on those terms, but subject to such modifications as—
 - (i) may have been determined by the appropriate tribunal, on the application of either the nominee purchaser or the reversioner, to be required by reason of any change in circumstances since the time when the terms were agreed or determined as mentioned in that subsection, and
 - (ii) are specified in the order; or
 - (c) providing for the initial notice to be deemed to have been withdrawn at the end of the appropriate period specified in subsection (6);
- and Schedule 5 shall have effect in relation to any such order as is mentioned in paragraph (a) or (b) above.
- (5) Any application for an order under subsection (4) must be made not later than the end of the period of two months beginning immediately after the end of the appropriate period specified in subsection (6).
- (6) For the purposes of this section the appropriate period is—
- (a) where all of the terms of acquisition have been agreed between the parties, the period of two months beginning with the date when those terms were finally so agreed;
 - (b) where all or any of those terms have been determined by **[F4the appropriate tribunal]** under subsection (1)—
 - (i) the period of two months beginning with the date when the decision of the tribunal under that subsection becomes final, or

(ii) such other period as may have been fixed by the tribunal when making its determination.

(7) In this section "the parties" means the nominee purchaser and the reversioner and any relevant landlord who has given to those persons a notice for the purposes of paragraph 7(1)(a) of Schedule 1.

(8) In this Chapter "the terms of acquisition", in relation to a claim made under this Chapter, means the terms of the proposed acquisition by the nominee purchaser, whether relating to—

(a) the interests to be acquired,

(b) the extent of the property to which those interests relate or the rights to be granted over any property,

(c) the amounts payable as the purchase price for such interests,

(d) the apportionment of conditions or other matters in connection with the severance of any reversionary interest, or

(e) the provisions to be contained in any conveyance,

or otherwise, and includes any such terms in respect of any interest to be acquired in pursuance of section 1(4) or 21(4).

CASE REFERENCE LON/00AC/OLR/2014/0106

**First-tier Tribunal
Property Chamber (Residential Property)**

**Valuation under Schedule 6 of the Leasehold Reform Housing and
Urban Development Act 1993**

Premium payable for the freehold interest in [Property]

Valuation date: [Date]

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Remember to date this deed in panel 3.

12 Execution

EXECUTED as a Deed by the said
Tarquin Management Limited acting
by a Director in the presence of:

w name (print)

i

t sign

n

e address

s

s occupation

EXECUTED as a Deed by the said
51 Draycott Place Freehold Limited

Acting by a Director in the presence of:

w name (print)

i

t sign

n

e address

s

s occupation

WARNING:

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

HM Land Registry

Transfer of whole of registered title(s)

TR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property: BGL355
2	Property: 51 Draycott Place, London, SW3 3DB
3	Date:
4	<p>Transferor:</p> <p>Tarquin Management Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 02773300</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Transferee for entry in the register:</p> <p>51 Draycott Place Freehold Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 13273935</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>The address in Panel 2</p>
7	The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

8 Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures): Twenty four thousand six hundred and forty three pounds (£24,643.00)
- ☐ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

9 The transferor transfers with

- ☒ full title guarantee
- ☐ limited title guarantee

10 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:-

11 Additional provisions

11.1 This transfer is executed for the purposes of Chapter 1 of Part I of the Leasehold Reform, Housing and Urban Development Act 1993

11.2 The Transferee hereby covenants with the Transferor that the Transferee and its successors in title will from the date of this Transfer and during the residue of the term created by the leases referred to in the Title Number stated in Panel 1, observe and perform the landlord's covenants and the conditions therein contained and that the Transferee will indemnify and keep indemnified the Transferor against all losses, expenses, costs, claims and damages arising by reason of any breaches, non-performance or non-observance of such covenants and conditions, including in respect of the leases short details of which are set out in Schedule of Notices of Leases in the registers to the said Title Number.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Remember to date this deed in panel 3.

12 Execution

EXECUTED as a Deed by the said
Tarquin Management Limited acting
by a Director in the presence of:

w name (print)
i
t sign
n
e address
s
s occupation

EXECUTED as a Deed by the said
51 Draycott Place Freehold Limited

Acting by a Director in the presence of:

w name (print)
i
t sign
n
e address
s
s occupation

WARNING:

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

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For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

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2	Property: 51 Draycott Place, London, SW3 3DB
3	Date:
4	<p>Transferor:</p> <p>Tarquin Management Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 02773300</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Transferee for entry in the register:</p> <p>51 Draycott Place Freehold Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 13273935</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>The address in Panel 2</p>
7	The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

8 Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures): Nine thousand four hundred and twenty five pounds (£9,425.00)
- ☐ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

9 The transferor transfers with

- ☒ full title guarantee
- ☐ limited title guarantee

10 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:-

11 Additional provisions

11.1 This transfer is executed for the purposes of Chapter 1 of Part I of the Leasehold Reform, Housing and Urban Development Act 1993

11.2 The Transferee hereby covenants with the Transferor that the Transferee and its successors in title will from the date of this Transfer and during the residue of the term created by the leases referred to in the Title Number stated in Panel 1, observe and perform the landlord's covenants and the conditions therein contained and that the Transferee will indemnify and keep indemnified the Transferor against all losses, expenses, costs, claims and damages arising by reason of any breaches, non-performance or non-observance of such covenants and conditions, including in respect of the leases short details of which are set out in Schedule of Notices of Leases in the registers to the said Title Number.

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Tarquin Management Limited acting
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51 Draycott Place Freehold Limited

Acting by a Director in the presence of:

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

Case reference : LON/00AW/OCE/0030

Property : 51 Draycott Place, London SW3 3DD

Applicant : Mr Bahadir Erdem Mr Dominic Galvin
Mr John Calani

Representative : Jonathan Kellis

Respondent : Tarquin Management Limited

Representative : Tarquin Management Limited

Type of application : Rule 13 Costs Application

Tribunal : Judge Daley

Venue : 10 Alfred Place, London WC1E 7LR

Date of decision : 13 May 2024

DECISION

1. This decision follows an application which was made by the Applicant at the hearing for costs to be awarded under rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Applicants sought:
 - (i) an order for costs under rule 13(1)(b) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules"); and (ii) an order for the reimbursement of Tribunal fees under rule 13(2) of the 2013 Rules.
2. The Tribunal directed in Paragraph 54 of its decision that:- *"The Tribunal directs that (i)The Applicant's shall within 21 days of the date on the decision notify the Respondent of their intention to apply for an*

- order under regulation 13, setting out the grounds. (ii) The Respondent shall respond to any such notice within 21 days. Should a response be received, this matter shall be determined as a paper termination."*
3. Provision was made for a paper determination to take place and this application has been determined on the papers. The Applicant made an application for costs on 26 March 2024.
 4. The Respondent made an application for the decision to be set aside, on 2 April 2024, The Tribunal considered the application to set aside the decision dated 5 March 2024, and decided that the decision should not be set aside, and that the Tribunal would proceed to determine this application.
 5. In the application for costs the Applicant made the following submissions, which have been summarized by the Tribunal.
 6. That is that (i) that the Respondent in his response to the application for enfranchisement, set out that the respondent had adverse possession, in relation to the cellars and other appurtenant land. And that these allegations were unsubstantiated. The Tribunal in its determination directed that the cellars and the appurtenant land should be transferred to the applicants. (ii) That the Respondent had made veiled and unveiled threats, an example of this was referred to from an email sent by the respondent's director on 26 August 2022 in which he set out that *"If, knowing what I am telling you now, you still decide to go ahead, it will become very personal and all three will gain a sworn enemy. Rationality and proportionality will not come into it, and costs will be an irrelevance. Do the three of you really have the stomach to contend with a less than rational opponent that will continue to the bitter end without any chance of compromise or negotiation, with the sole aim of getting you to withdraw the Notice, take you down or make it as difficult as he possibly can during the time he is still the Freeholder?"* (iii) The Respondent made unrealistic demand for a premium in the sum of £438,657 when the tribunal's decision was that the premium payable was £25,000. (iv) That the Respondent cancelled prearranged appointments which had been arranged on sufficient notice, for the Applicant's surveyor to inspect the premises without giving reasonable notice, (v) That there were sham arrangements in place in respect of flat 2, (vi) That the Respondent wrote excessively long emails. (vii) that there was a failure to deal with anti-social issues in respect of flat 2 (viii) that there were repeated adjournment of the final hearing.
 7. In the Reply from the respondent's it was set out that:- *"For the avoidance of doubt, at this stage the Respondents are not intending to contend that costs should be awarded against the Applicants, though they reserve the right to make such an application if the Applicants persist with their refusal to discuss or negotiate on any matters in the case, making it impossible to narrow down the scope of what the Tribunal has to consider. It is that approach which has made a hearing at which everything was in dispute unavoidable, now most likely multiple hearing at which no aspect whatsoever had been agreed in advance Dealing at best we can with the application, in writing, for those matters which the Tribunal has determined, the Respondents' have clearly been successful: there is development value to be included in the premium, a contention the Applicants always denied but the*

Tribunal clearly endorsed. The Tribunal also agreed that the cellars had a significant commercial value rather than the derisory £100, later £500, offered by the Applicants, amount which they always refused to depart from. The Respondents are also bound to be successful in their contention, repeated many times in correspondence but always ignored, that the Applicants' expert had calculated"

8. The Tribunal also received further submissions from the Applicant in reply:- In the Applicant's submissions sent in an email dated 19 April 2024, the solicitor for the applicant's set out that:- *"... the premium awarded is very close to the premium cited initial notice. Whilst premium allotted to pertinent land is higher than expected, it is not very significantly so. Indeed, the overall premium bears no resemblance to the circa £450,000 premium the respondent was seeking ... The Applicant "won" this case in that context, and the Respondent's position on the premium both untenable and unreasonable throughout. The Respondent's conduct has been aggressive, uncompromising, unfitting of a lawyer, and controversial. It has also sought to increase costs unnecessarily (and still does). No terms of the transfer remain outstanding. The Transfer Deed terms were dealt with at the hearing and awarded as per the TR1 submitted to the Tribunal (for good reason, they are complete, and reasonable). Those terms were submitted to the Respondent more than once to be agreed and were not.*

The Tribunal's determination

9. The Tribunal's power to award costs is derived from section 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (1) The Tribunal may make an order in respect of costs only-(b) if a person has acted unreasonably in bringing, defending or conducting proceedings
10. In determining the application pursuant to rule 13(1)(b) of the 2013 Rules, the Tribunal has had regard to its overriding objective and, in particular, to Willow Court Management Ltd v Alexander [2016] UKUT 290 (LC); [2016] L. & T.R. 34.
11. The Tribunal has considered in detail the judgment in Willow Court in which it was stated, at paragraph [43], *"A decision to award costs need not be lengthy and the underlying dispute can be taken as read."*
12. In summary, the Tribunal is to apply a three-stage approach. Firstly, applying an objective standard, the Tribunal must consider whether the respondent has acted unreasonably. An unsuccessful outcome is not sufficient on its own to warrant an order under rule 13 and the Tribunal must be careful not to use this power too readily. At [24] of Willow Court, the Upper Tribunal stated: *"... An assessment of whether behaviour is unreasonable requires a value judgment on which views might differ, but the standard of behaviour expected of parties in tribunal proceedings ought not to be set at an unrealistic level.*
13. This guidance was set out in Ridehalgh v Horsefield at 232E, *"Unreasonable" conduct includes conduct, which is vexatious, and*

designed to harass the other side rather than advance the resolution of the case. It is not enough that the conduct leads in the event to an unsuccessful outcome.

14. The test may be expressed in the following way. Would a reasonable person in the position of the party have conducted themselves in the manner complained of? Or the guidance which the Upper Tribunal gave concerning the approach that a Tribunal should take of is there a reasonable explanation for the conduct complained of?" However, this is not the end of the test as the Tribunal is required to consider, If the Respondent is found to have acted unreasonably, the Tribunal must consider whether an order for costs should be made.
15. This involves a consideration of the nature and seriousness of the Respondent's conduct and the effect that it had on the litigation, the Tribunal exercises its discretion at this stage.
16. If the Tribunal determines that it will make an order for costs, the terms of the order fall to be considered. There is no need for a causal connection to be established between the conduct and the costs incurred. The Tribunal can make an order for payment of the whole or part of a party's costs. The nature, seriousness and effect of the unreasonable conduct are important factors. In *Laskar v Prescott Management Company Ltd* [2020] UKUT 241 (LC) the Upper Tribunal stated at [34]:
17. "The only "test" is laid down by the rule itself, namely that the FTT may make an order if is satisfied that a person has acted unreasonably in bringing, defending or conducting proceedings.
18. The rule requires that there must first have been unreasonable conduct before the discretion to make an order for costs is engaged, and that the relevant tribunal must then exercise that discretion. Whether the discretion has been properly exercised, and adequately explained, is to be determined on an appeal by asking whether everything has been taken into account which ought to have been, and nothing which ought not, and whether the tribunal has explained its reasons and dealt with the main issues in such a way that its conclusion can be understood, rather than by considering whether the Willow Court framework has been adhered to. That framework is an aid, not a straitjacket."
19. The first stage is to consider whether the Respondent has acted unreasonably in the present case applying an objective standard.
20. The Tribunal has considered the behaviour of the Respondent's director in conducting the litigation. The Tribunal in doing so has considered the points made by the Applicant and has decided that it was not apparent to the Tribunal that the applicant had incurred additional costs in relation to the litigation in respect of the following issues: in relation to the adverse possession issues raised by the Respondent; the Tribunal determines that although no evidence was provided on this issue by the respondent, the Tribunal is not satisfied that the raising of this issue was unreasonable or that it has resulted in additional costs to the applicant. It also made no findings that the arrangements claimed by the Respondent in respect of the ground rent for flat 2 amounted to a sham, its findings were that there was no evidence to substantiate the Respondent's claim and accordingly the Tribunal found for the Applicant on this issue. The Tribunal also did not consider any of the issues in relation to anti- social behaviour in respect of flat 2.

21. The Tribunal therefore considered the only issues as relevant to the question of Rule 13 costs, (i) as the veiled threats, (ii) The unrealistic demands for a premium and the (iii) cancelled arrangements for inspections of the premises (iv) and the repeated adjournments of the final hearing.
22. In respect of the premium, the respondent did not provide any evidence to support his premium, had valuation evidence been provided this may have led to a settlement of this matter, however the Tribunal did award sums in respect of the developmental value of the premises, and in respect of the vaults and Cellars, accordingly the Tribunal consider that given the difference between the parties this issue needed to be determined.
23. The Tribunal therefore in considering whether to award costs has considered the following issues, firstly the threats made by the Respondent to pursue a course of action which led to the costs of the litigation increasing for the Applicant, and the cancellation of appointments and the adjournments of the final hearing because of the conduct of the respondent.
24. The Tribunal having considered the tests in Willow Court and considers that the respondent acted unreasonably in the way the defence to the proceedings were conducted. The Tribunal has considered the overriding object in this regard. By his words and actions, the respondent did not cooperate with the applicant, and this increased the costs of the litigation in the way in which the respondent threatened to do. As a result, the Tribunal has decided that the respondent has acted unreasonably.
25. **The Tribunal then considered whether it should use its discretion to award costs. The Tribunal has noted the stated objective of the Respondent in defending the litigation and has balanced this against genuine disputed issues that required determination. It has decided that it is appropriate to make an order for costs against the Respondent, however it has limited the award to 60% of the Applicant's costs together with 60% of the costs of the hearing and application fee.**

Name: Judge Daley

Date: 13.05.2024

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28- day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

Merali Beedle

26 March 2024

Mario Angiolini of Tarquin Management Ltd
By Email

And

The London Residential Property
First-tier Tribunal
10 Alfred Place
London WC1E 7LR

By Email Only

Dear Sirs

**Re: Claim for Costs Against the Respondent
Premises: 51 Draycott Place, London SW3 3DB
Leasehold Reform, Housing and Urban Development Act 1993**

Further to the decision of the Tribunal on 5 March 2024, and indeed the invitation to make submissions to recover costs on behalf of the Applicants, we write to set out and provide submissions on the costs order that should be made in this matter.

Grounds

The grounds are set out under Rule 13 which states:

Under Rule 13(1), where a Tribunal finds that: (a) costs have been incurred as a result of any "improper, unreasonable or negligent act or omission on part of any legal or other representative which is unreasonable to expect that party to pay", the Tribunal may order payment of wasted costs.

.....

(b) a person who has acted: "unreasonably in bringing, defending or conducting proceedings", the Tribunal may order payment of unreasonable conduct costs.

We note that an award and/or determination under Rule 13 is not subject to any capping whatsoever (which is notably different to the £500 limitation under paragraph 10(12) of Schedule 12 to the **Commonhold and Leasehold Reform Act 2002**).

The Tribunal has other powers in relation to costs and fees. Notable amongst these are the unfettered discretion in Rule 13(2) to order reimbursement of fees, the power in Rule 13(8) to order interest on costs and the power to order that costs incurred in connection with Tribunal proceedings may not be added to **service charges** under s.20C of the **Landlord and Tenant Act 1985**.

It should be noted that in the Willow Court case the Upper Tribunal dealt with Rule 13(1)(b) unreasonable conduct costs (the basis on which most if not all of the costs are sought to be paid by the Respondent).

The Upper Tribunal's determination in Willow Court suggested a three state assessment:

1. "Has the person acted unreasonably"? In that case the Tribunal stated that *"if there is no reasonable explanation for the conduct complained of, the behaviour will be adjudged to be unreasonable, and the threshold for making of an order will have been crossed"*.
2. "Should an Order be made?" If the party has acted unreasonably, the Tribunal has a discretion whether to make an order or not. There would be focus on the nature, seriousness and effect of the unreasonable conduct, which will be an important part of the material to be taken into account. It is submitted that the Respondent's conduct was not only unreasonable, but was stated at the outset (see below).
3. "What should the order be?" Here the claim has gone on for longer than needed (it took over a year to resolve what was ostensibly a simple valuation matter). There were a number of adjournments, cancellations and the Respondent has to be "ushered" to a final hearing, putting up unreasonable and unsubstantiated allegations throughout.

Submission

The Respondent has conducted this litigation entirely unreasonably throughout for the reasons set out below. All costs should be recoverable.

Preliminary Point

The Respondent is controlled by one person (Mario Angiolini) a qualified barrister, and although he professes to have many personal and mental health issues it seems to us, personally and otherwise, he should know better. He is currently practicing as an accountant, in the field of tax, and is far from unable to work. He is well aware of the law regarding property and enfranchisement, and this area of law is something he has clearly engaged with several times.

We understand that some of Mr Angiolini's own time (legal cost or accountancy cost possibly) is likely to have found its way into the service charge accounts (perhaps yet to be demanded, some already demanded). An order is sought stating that these costs are not recoverable through service charges if they relate to this piece of litigation.

1. Arguments Appertaining to Adverse Possession

It is submitted that in order to avoid or obfuscate, the Respondent made unsubstantiated allegations and submissions concerning the ownership of cellars and other appurtenant land that ought to have been and now are going to be transferred to the Long Leaseholders that applied for the Freehold.

At no point did the Respondent file any evidence in support of these allegations, whether his own or through his appointed surveyor (a Mr Andrew Symington) which he had nominated with the Court. Indeed Mr Angiolini refused to enter his own surveyor's findings as evidence – Mr Symington confirmed that he had reported his findings to his client (the Respondent) when liaising with the Applicant's surveyor..

Nonetheless, the Director of Tarquin Management Limited, Mario Angiolini, referred to this on a number of occasions in order to avoid having to transfer cellars and other storage areas around the light well at the front and back of the property as part of the enfranchisement process. Many of these allegations were detailed, but none of them were supported by evidence. For example, on 22 December 2022 (see Appendix 1), the Respondent wrote to say that the Title to all of the coal cellars, or the cellar under the stairs, had been adversely possessed since February 2003, after the enfranchisement proceedings were started. Yet in the same email, it confirmed that there was continued use since that time by the leaseholders. It refers to consent but provides no evidence of that consent being provided to the Leaseholders (save for in respect of one area which the leaseholders knew was best to discuss with Mr Angiolini in his capacity as freeholder).

Indeed, at that time and no time after, an Application for Possessory Title had not been submitted. It seems to us that adverse possession rights would pass back to the Leaseholders in those circumstances even if there had been adverse possession rights acquired before that. Quite apart from anything else at least one of the cellars was where meters for gas and electricity utility providers were located, and in constant use by the long leaseholders. It is denied that the cellars were ever not capable of being used by leaseholders or locked at material times (some long leaseholders have owned their flats from 2004).

2. Stated Intention

Throughout the matter there have been a number of veiled and unveiled threats concerning the Applicant's conduct, and whilst there have been several of these, the most important are as follows:

On the 26 August 2022, Mr Angiolini wrote, as follows, to one of the Applicants, John and Carolina Gholam:

"If you stay with this provocative course of action [issuing enfranchisement [4m13s] proceedings], thinking it will give you a quick solution, but it will be exactly the opposite. It will be extremely confrontational, will almost certainly require a hearing as my most recent valuation, from just before you bought the flat in 2004, came in at £75,000 once you factored in development value and other commercial consideration...

If my new Surveyor has the same approach, we are probably in to six figures....

Leaving aside for a second the niceties and impersonal detachment of the law, you are also hitting a raw nerve here as this Freehold has an enormous emotional significance for me, whatever its monetary

value. It is the first asset I ever bought with my own money, without needing the help of my parents, in 1993, not long after I moved to London permanently. It has always been, for me, a symbol of my emancipation, a coming of age, if you want. From that moment on I never had to rely on my wealthy parents. If I had known you were even considering this, I would have come down like a ton of bricks....

If, knowing what I am telling you now, you still decide to go ahead, it will become very personal and all three will gain a sworn enemy. Rationality and proportionality will not come in to it, and costs will be an irrelevance. Do the three of you really have the stomach to contend with a less than rational opponent that will continue to the bitter end without any chance of compromise or negotiation, with the sole aim of getting you to withdraw the Notice, take you down or make it as difficult as he possibly can during the time he is still the Freeholder?" [emphasis added]

This email is at Appendix 1.

Quite apart from the fact that the Respondent never disclosed a copy of his initial valuation report, nor a copy of the valuation report that he subsequently received (it is known that he instructed a Surveyor that went round the property, as that surveyor spoke to the Applicants' Surveyors, to confirm that roughly speaking the valuation that he was recommending would be the same as the Applicants; this was mentioned as a joint statement between the surveyors was already due at that point). The Respondent's second surveyor (Andrew Symington) was nominated and identified in the Listing Questionnaire too (suggesting there was possibly expert witness shopping).

Mr Angiolini refused entry to his own flat on several occasions (and purposefully cancelled appointments, late) meaning the Valuer instructed by the Applicants could not see what that was worth.

Indeed, at least 2 of the cellars could not be properly viewed without Mr Angiolini (in late 2022 he locked the doors to those cellars). Valuing the appurtenant land was made harder as a result.

Further, he refused to agree documents, such as the Transfer Deed and the Joint Statement by the experts for very long periods of time (and even when he did so did not comply with the directions – he did not propose a Transfer wording himself, just wrote back, and the Joint statement was not prepared by his valuer).

Indeed, whilst he had instructed a Surveyor who met together with Applicants' Surveyor and jointly inspected the property, he still insisted on negotiating as if he was the Surveyor himself and never divulged his Surveyor's report. We know from verbal communications at the time of the survey that Mr Angiolini's surveyor was in broad agreement with Applicants' Surveyor's views. Indeed, before the enfranchisement process was started, Mr Angiolini stated that he thought that the freehold was worth less than £15,000 when communicating with the tenants (about an Insurance claim worth more than this sum, and so the valuation was a limitation to the liability of the Freeholder and directors of the freehold company).

Yet further, he missed several Court deadlines set down in directions, and immediately before it became critical that he complied with them, say a month or two after the passing of the deadline, applied for extra time. Despite applying for extra time to submit a Surveyor's report, having instructed a Surveyor already who went on to visit the property, he did not then serve the report.

He failed to turn up to 3 court dates (the initial directions hearing, the first listed final hearing, and then the final hearing, pulling out at the last minute).

3. Unrealistic Demands for Premium

The Respondent's request for a payment (of £300,000) for development and an additional premium in the sum of £438,657 (eventually valued at c. £25,000), an unrealistic valuation which bore no resemblance to the true value of the Freehold. This property was subject to four 999 year Leases with a peppercorn ground rent. That had been the case for since 1989.

He also held out for £144,348 in premium for appurtenant land, which was eventually valued at £15,000, by the tribunal (as per the award of 5 March 2024, this sum being included in the overall premium awarded).

See the attached statement of fact between the Applicant's surveyor and Mr Angiolini (whose comments are in tracked changes), at Appendix 2.

Mr Angiolini must have had evidence telling him that the above was not realistic (he refers to it in Appendix 1), and we know he had two experts advising him in that regard. Regardless, Mr Angiolini, who professed to know a lot about the area of enfranchisement in any event, cannot have truly thought this premium was legitimate, in the circumstances.

4. Cancelling Appointments Pre-arranged for a Number of Weeks

Attached are a number of exchanges between Mr Angiolini and the legal team representing the Applicants, and exchanges with the Applicant's surveyor, showing an unwillingness to co-operate, and failure to allow an inspection of the property to take place (the Applicants still have not inspected some appurtenant land, nor Flat 2, due to this approach), which increased cost. See Appendix 2.

Because Mr Angiolini was so difficult to deal with, solicitors had to organise site visits or inspection a number of times (note too that there was an unwillingness to take action despite the freeholder being permitted to force a leaseholder to take action under the relevant lease terms. This was despite requests to Mr Angiolini in his role as freeholder and as leaseholder of flat 2).

On this occasion, the emails within Appendix 2 shows that Mr Angiolini knew one of the Leaseholders had to let those inspecting (surveyors and Mr Angiolini) into the Property. As a result this leaseholder (Mr Galani) had to fly back from abroad to attend, and after those flights had been booked Mr Angiolini cancelled at the very last minute cancelled (not unusual, but given he knew the level of inconvenience this would cause highlights the lengths Mr Angiolini would go to in order to disrupt and increase costs). This led to the inspection not going ahead, and it was not the first time a cancellation had taken place.

At Appendix 2 are a number of email exchanges where an attempt to allow an inspection by Surveyors was stymied by Mr Angiolini, on the basis that he could only allow inspection of his flat if there was an inspection for the purpose of a separate claim in relation to Flat 5.

5. The Sham Arrangement of Flat 2, the Flat Owned by Mr Angiolini

Whilst this is an Application concerning the Freehold, Mr Angiolini also owns the long free leasehold of Flat 2 in the property. He purposefully stated, but never provided evidence, he had amended his Lease such that the ground rent would be increased from a peppercorn to £965 per annum. That Lease was never registered at the Land Registry despite being "assigned" in November 2020. It was clearly a sham, and was designed to increase the value of the premium. See Appendix 3 for evidence of this (the track changes in this document were Mr Angiolini's comments reflecting this sham arrangement, that was never substantiated).

6. Excessively Long Emails

Mr Angiolini would often send significantly longer than necessary emails, about all the dealings between the parties, and often conflated issues, or address several at once, in a time consuming and hard to follow manner). See Appendix 4.

Mr Angiolini is a trained Barrister, and professes 30 years of experience in dealing with property and redevelopments in the area of the Property. He ought to know better. However, the point being here is that there was a level of obfuscation that could not be easily deciphered, even by a legally trained participant in the litigation. A number of those long emails are appended to Appendix 4, but the general *modus operandi* within those emails represents a number of other emails that were sent at the same time.

Those emails can be reproduced to the Tribunal if needs be, although suffice it to say they run in to several hundred pages' worth of allegations that were and still are mostly unsubstantiated.

7. Failure to Deal with Drug issues within Flat 2 (owned by Mr Angiolini)

Throughout the matter, one of the biggest impetuses to get the Freehold transferred was the fact that Mr Angiolini failed to take possession proceedings against the Tenant of his Flat 2 which police broke into in 2022 looking for the tenant and a second time in 2023 where they arrested him.

It should be noted that the person arrested was trusted and by all accounts close to Mr Angiolini who he had nominated as the "go to person" for any building emergencies whilst he was out of the country. The police told the Applicants that this person he was suspected of having dealt drugs and we understand a very significant amount of drugs had been found at the property.

By the second occasion, queries were raised of Mr Angiolini as to why he thought it appropriate not to take possession proceedings against his Tenant as per the Lease Agreement cl.3.14 regarding "...illegal or immoral noisy offensive or dangerous pursuit...". His answer is at Appendix 5, dated 26 October 2023, and in it he states:

"So we can lay this conversation to rest once and for all, let me be absolutely clear. I am a firm believer that, just like alcohol and cigarettes, drugs should be legalised and taxed. It would cut funding to organised crime and provide much needed revenue. It would also free up police time to pursue real crimes. That means I am not going to evict Russell. Not even if he is found guilty of whatever drugs charges you believe he may be facing full stop. He has not caused any disruption to the building, other than John's homophobic sensitivities, or engaged in antisocial behaviour. If he pays his rent and looks after the flat, he can keep on renting as long as he wants."

Whilst it is denied that there are any homophobic sensitivities and allegations concerning that are denied. There has been repeated and prolonged antisocial behaviour from Flat 2.

There was often a smell of marijuana coming from the flat, and the number of people visiting Flat 2 could be very many per hour. Historically, there were children living in this building, until it became clear that the drug dealing would not subside and no action about that would be taken by Mr Angiolini. Further, this issue meant that it was impossible to visit it to value and inspect it. Mr Angiolini simply has never allowed an inspection, presumably because drugs may be found, seen or smelt during that inspection.

8. Repeated Adjournments of the Final Hearing and Other Hearings

Mr Angiolini failed to turn up to a site visit in April 2023 (he was just a “no show” on that occasion), the original Directions Hearing also in April (also a simple no show), after failing to agree directions in relation to a matter that should be relatively simple. Further, he adjourned the Final Hearing by dint of failure to comply with directions in and around late 2023. Then, when the Final Hearing came to be heard in January 2024, a week before the hearing, after it would have been necessary for the Applicants to instruct and incur a Counsel’s Brief fee, he applied to adjourn.

Due to Mr Angiolini’s continued efforts to force the Applicants to incur costs, cancel appointments very late, or fail to turn up at the last minute (to hearings and appointments) Counsel was not instructed. The Applicants had to take the risk of using a Solicitor at the Final Hearing, in what was a difficult case, that deserved counsel’s attention. The brief fee could not be risked however.

Nonetheless, the Application to Adjourn was relatively groundless, simply that Mr Angiolini himself had a skin problem and a number of ailments, which did not bear scrutiny when reports were sought from him. They certainly ought not to prevent attendance remotely.

Indeed, it seems that the ailments that Mr Angiolini suffers from have been used repeatedly throughout his relationship with the Long Leaseholders and he considers that any ailment at all excused him from compliance with such matters as Court directions.

Nonetheless, he refused to instruct his Surveyor for nearly 10 months and thereafter refused to disclose his Surveyor’s report (see Appendix 6 for confirmation that this surveyor was instructed).

He also failed to use a surveyor to agree a Statement of Facts (and only dealt with itself after prompting and reminded).

The Applicant failed to attend inspections, and attend or be represented by anyone else at a Final Hearing. Further, he did not represent himself at the Directions Hearing.

This repeated disrespectful behaviour simply puts in to effect his stated intention to cause as much disruption and cost as he could for the Applicants, which has come in to fruition.

It is submitted that the Applicant’s costs should be recoverable entirely as on any view the premium was known by the Respondent to be worth less than £15,000 (presumably on the advice of his original surveyor) before these proceedings were issued, and in any event due to

the unreasonableness of Mr Angiolini's stated intention from the outset of this case, and all the other aspects of his conduct which were reprehensible and set out above.

We do not have an directions asking for our costs to be broken down, and so do not do a bill of costs for assessment here. The Tribunal has only asked for submissions on the appropriate order/costs award/costs decision that should be made in relation to the matters. Suffice it to say the Applicant seeks all it's costs in this matter, subject to assessment if they cannot be agreed.

Yours faithfully

A handwritten signature in cursive script that reads "Merali Beedle".

Merali Beedle

Enc. Appendices

Merali Beedle

51DR001/001/JKA/MJD

9 April 2024

Tarquin Management Limited
41 Aldebert Terrace
London
SW8 1BH

Dear Sirs

**51 Draycott Place, London, SW3 3DB
Enfranchisement**

Further to the order of the FTT, please find enclosed the transfer deed TR1 as approved by the FTT for your signature, in anticipation of completion of the enfranchisement.

We have sent a duplicate copy to our client as purchaser for their signature and that will be handed over on completion in exchange for yours.

As to completion funds, if there is anything payable in addition to the compensation payment decided by the FTT please advise.

Yours faithfully

Merali Beedle

E: MDavenport@meralibeedle.com

D: 020 7368 3324

M: 07985 718343

Merali Beedle

51DR001/001/JKA/MJD

20 May 2024

Tarquin Management Limited
41 Aldebert Terrace
London
SW8 1BH

Dear Sirs

**51 Draycott Place, London, SW3 3DB
Enfranchisement**

Further to the order of the FTT, please find enclosed the revised transfer deed TR1 as approved by the FTT for your signature, in anticipation of completion of the enfranchisement.

This now includes the additional calculation for the ground rent aspect as mentioned in correspondence.

We have sent a duplicate copy to our client as purchaser for their signature and that will be handed over on completion in exchange for yours.

As to completion funds, if there is anything payable in addition to the compensation payment decided by the FTT please advise.

Yours faithfully

Merali Beedle
E: MDavenport@meralibeedle.com
D: 020 7368 3324
M: 07985 718343

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property: BGL355
2	Property: 51 Draycott Place, London, SW3 3DB
3	Date:
4	Transferor: Tarquin Management Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 02773300 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Transferee for entry in the register: 51 Draycott Place Freehold Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 13273935 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee's intended address(es) for service for entry in the register: The address in Panel 2
7	The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

8 Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures): Twenty four thousand six hundred and forty three pounds (£24,643.00)
- ☐ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

9 The transferor transfers with

- ☒ full title guarantee
- ☐ limited title guarantee

10 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:-

11 Additional provisions

11.1 This transfer is executed for the purposes of Chapter 1 of Part I of the Leasehold Reform, Housing and Urban Development Act 1993

11.2 The Transferee hereby covenants with the Transferor that the Transferee and its successors in title will from the date of this Transfer and during the residue of the term created by the leases referred to in the Title Number stated in Panel 1, observe and perform the landlord's covenants and the conditions therein contained and that the Transferee will indemnify and keep indemnified the Transferor against all losses, expenses, costs, claims and damages arising by reason of any breaches, non-performance or non-observance of such covenants and conditions, including in respect of the leases short details of which are set out in Schedule of Notices of Leases in the registers to the said Title Number.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Remember to date this deed in panel 3.

12 Execution

EXECUTED as a Deed by the said
Tarquin Management Limited acting

by a Director in the presence of:

w name (print)

i

t sign

n

e address

s

s occupation

EXECUTED as a Deed by the said

51 Draycott Place Freehold Limited

Acting by a Director in the presence of:

w name (print)

i

t sign

n

e address

s

s occupation

WARNING:

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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HM Land Registry

Transfer of whole of registered title(s)

TR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property: BGL355
2	Property: 51 Draycott Place, London, SW3 3DB
3	Date:
4	<p>Transferor:</p> <p>Tarquin Management Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 02773300</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Transferee for entry in the register:</p> <p>51 Draycott Place Freehold Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 13273935</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>The address in Panel 2</p>
7	The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

8 Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures): Twenty four thousand six hundred and forty three pounds (£24,643.00)
- ☐ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

9 The transferor transfers with

- ☒ full title guarantee
- ☐ limited title guarantee

10 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:-

11 Additional provisions

11.1 This transfer is executed for the purposes of Chapter 1 of Part I of the Leasehold Reform, Housing and Urban Development Act 1993

11.2 The Transferee hereby covenants with the Transferor that the Transferee and its successors in title will from the date of this Transfer and during the residue of the term created by the leases referred to in the Title Number stated in Panel 1, observe and perform the landlord's covenants and the conditions therein contained and that the Transferee will indemnify and keep indemnified the Transferor against all losses, expenses, costs, claims and damages arising by reason of any breaches, non-performance or non-observance of such covenants and conditions, including in respect of the leases short details of which are set out in Schedule of Notices of Leases in the registers to the said Title Number.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Remember to date this deed in panel 3.

12 Execution

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Tarquin Management Limited acting

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s

s occupation

EXECUTED as a Deed by the said

51 Draycott Place Freehold Limited

Acting by a Director in the presence of:

W name (print)

i

t sign

n

e address

s

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IN THE COUNTY COURT AT
CENTRAL LONDON

CLAIM NO. TBC.

L 0 2 C L 0 9 8

BETWEEN:

51 DRAYCOTT PLACE
FREEHOLD LIMITED

Claimant

And

TARQUIN MANAGEMENT
LIMITED

Defendant

WITNESS STATEMENT OF JASON KALLIS

I, Jason Kallis, a solicitor with Merali Beedle, of Vicarage House, 58-60 Kensington Church Street, London W8 4DB, will say as follows:

- 1 I am instructed to make this witness statement on behalf of the Claimant (and its representatives) having acted for those in control of the Claimant company throughout the enfranchisement process. I make the statement from my own knowledge and experience, save where I indicate to the contrary.
- 2 The Defendant company is owned and controlled by an individual known as Mario Angiolini, who by trade was a barrister, and also appears to be a tax consultant. Throughout their dealings with Mr Angiolini my clients, whom make up the majority of the long leaseholders at the property known as 51 Draycott Place, London ("the Property") and who form the Claimant company as part of its proceedings, have found him impossible to deal with (since 2016 he has never compromised or been pro-active in relation to any of the issues concerning the management of the property, has been absent for long periods of time he says due to illness (and has missed many appointments and hearings at a Tribunal amongst other things), has not carried out major works to the roof at the Property, that has caused significant water ingress and related damage, and has

declared in writing within the last 18 months that he will do anything within his power to make the enfranchisement process as expensive and as difficult as possible for the long leaseholders). For these reasons, and those laid out below, I respectfully request that the vesting process takes place urgently.

Mr Angiolini's Refusal to Evict a Drug Dealer from his Flat

- 3 Mr Angiolini also owns the long leasehold interest to Flat 2 within the Property, and rents it out to an individual known as Russell McLaughlin. Roughly 2 years ago, before the start of enfranchisement process several packages addressed to flat 2 (but not to Russell) were noticed, as they were left in the common parts area of the Property. These were taken by other tenants to be suspicious because they were not addressed to Russell and kept on appearing yet also being collected. I am told / instructed that one such package in an Amazon-type sleeve remained in the hallway and as it was not addressed to Russell and had been delivered a few days prior to Christmas it was opened to either allow redirection in case the flat number was incorrect. Upon opening it was discovered the package, which appeared to be the same size as several previous packages, contained a significant amount of illegal drugs (it transpires they were ecstasy pills as per the police). This was reported to the Police.
- 4 The Police said and did nothing for several months, but it transpires they took to monitoring the flat, and then raided the flat 2 several months later (breaking down the flat's reinforced main door in the process). Whilst some paraphernalia and drugs are thought to have been discovered in that raid, the police did not find Russell at the flat at the time. I am told that the Police contacted freeholders on a number of occasions seeking details on Russell and whether they had seen him. The Police appeared to be convinced he was drug dealing, so it seems bided their time, presumably watching the flat further, before raiding the flat again 12 months later. This time Russell was arrested, and was not granted police bail subsequently. The fact that he was not granted Police bail caused even more concern, as it would indicate the Police considered a very significant operation had been unveiled, from what is essentially a fairly upmarket residence (which, incidentally, was used as a family home for at least 2 of the long leaseholders).
- 5 It should be noted that a strong smell of marijuana emanated from Flat on many occasions (I understand from my clients), and there was a steady stream of people visiting the

property at all hours during the period concerned, including during Covid lockdowns. Further, at times, the long leaseholders had children in the property. Unfortunately, due to the apparent use of flat 2 some of the long leaseholders have had to move out (particularly in response to the Police discovery and subsequent arrest).

- 6 Mr Angiolini has point blank refused to take any action against Russell who appears now to have been granted bail by court after some time waiting for such an order (this is known as a letter was sent to Flat 2 with HMP Wandsworth as a return address and this time of post was left in the hallway for a long period, I understand). As far as the long leaseholders know Russell is living in the property again, since bail (it is assumed) was granted by a court. This further supports the urgent need for a vesting order so that action can be taken to evict Russell as soon as possible.
- 7 To be clear, and to set out the sort of character Mr Angiolini (which may be masked by the fact that he was a qualified barrister, albeit I understand he is no longer in practice), in response to a request sent to him by the long leaseholders to obtain a possession Order against an occupier of Flat 2, known as "Russell", due to the long leaseholders concerns as to regular parties and drug use and/or dealing, Mr Angiolini stated this, in writing on 26 October 2023 (a copy of his email is appended to the exhibit bundle marked JK1):
- "So we can lay this conversation to rest once and for all, let me be absolutely clear. I am a firm believer that, just like alcohol and cigarettes, drugs should be legalised and taxed. It would cut funding to organised crime and provide much needed revenue. It would also free up police time to pursue real crimes. That means I am not going to evict Russell. Not even if he is found guilty of whatever drugs charges you believe he may be facing full stop. He has not caused any disruption to the building, other than John's homophobic sensitivities, or engaged in antisocial behaviour. If he pays his rent and looks after the flat, he can keep on renting as long as he wants."*
- 8 The allegation that anyone has any homophobic sensitivities is denied. Reference to "John" is believed to be to John Galani, the husband of one of the long leaseholders forming the Claimant company.
- 9 Despite the suspected drug use or dealing emanating from Flat 2, given the unusual number of people constantly in and out of the flat at all hours, Mr Angiolini could not be forced to take action against his tenant, despite him being the controlling mind behind the freeholder/the Defendant in these proceedings. It is clear to me and the long leaseholders that Court proceedings were obviously required and given the other issues with the Property's management, the long leaseholders thought it best to acquire the freehold themselves, so that they could attempt to evict Russell directly under the terms

of the leases, and ultimately take over the proper management of the Property (particularly to fix the roof which has been leaking for over 7 years now).

- 10 Going by history of the claim and the behaviour of the Defendant/Mr Angiolini, the Claimant fully expects the vesting order application to be defended or opposed in some way, based on paragraph 7 below, and an out of time appeal to the decision in the enfranchisement process has been attempted by the Defendant to the First-Tier Tribunal, Property Chamber, but the Claimant considers it must now apply for a vesting order, and recover its costs, urgently in any event to avoid further delay in obtaining a possession order from Russell, and to ensure that the decision of the First Tier Tribunal is enforced in a reasonable time frame.
- 11 In respect of costs, would the Court please note that Mr Angiolini made the following declaration to the long leaseholders that own the Claimant company, on 26 August 2022, when they notified him they intended to enfranchise (and has followed through on this declaration at every opportunity – as is recognised by the relatively unusual costs order made in the enfranchisement process):

"If you stay with this provocative course of action [issuing enfranchisement proceedings], thinking it will give you a quick solution, but it will be exactly the opposite. It will be extremely confrontational, will almost certainly require a hearing as my most recent valuation, from just before you bought the flat in 2004, came in at £75,000 once you factored in development value and other commercial consideration...

If my new Surveyor has the same approach, we are probably in to six figures....

Leaving aside for a second the niceties and impersonal detachment of the law, you are also hitting a raw nerve here as this Freehold has an enormous emotional significance for me, whatever its monetary value. It is the first asset I ever bought with my own money, without needing the help of my parents, in 1993, not long after I moved to London permanently. It has always been, for me, a symbol of my emancipation, a coming of age, if you want. From that moment on I never had to rely on my wealthy parents. If I had known you were even considering this, I would have come down like a ton of bricks....

If, knowing what I am telling you now, you still decide to go ahead, it will become very personal and all three will gain a sworn enemy. Rationality and proportionality will not come in to it, and costs will be an irrelevance. Do the three of you really have the stomach to contend with a less than rational opponent that will continue to the bitter end without any chance of compromise or negotiation, with the sole aim of getting you to withdraw the Notice, take you down or make it as difficult as he possibly can during the time he is still the Freeholder?" [emphasis added]

Service Charges

- 12 With regard to the service charge dispute there has been no assessment of any such service charges, as yet, and in respect of any demands made to the long leaseholders, that incorporated the Claimant company, have always agreed to pay proper service charges, as they are obliged to do under their respective leases, save for those that have not been

substantiated or properly demanded (although, to date, no lawful demands have been made or received at all in respect of some service charge years as I understand it).

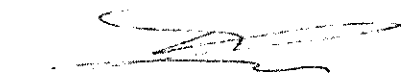
- 13 Indeed, some service charges purported to have been demanded by the Defendant, represent costs that have not yet been incurred (there has been a late rush to try and charge the long leaseholders for fixing the roof that remained in disrepair for at least 7 years, as above, based on an alleged loan being taken out by the Defendant from what seems to be a personal friend or acquaintance of Mr Angiolini, based in Italy, without providing any details of that loan, or any evidence to justify any loan being taken out, given the terms of the leases of the flats).
- 14 The service charges have never been audited and have always been prepared by Mr Angiolini himself. He has refused over the years to transmit any copies of invoices behind the demands (albeit has invited tenants to visit his premises to inspect them, at his convenience). I note that Mr Galani tells me that he, on behalf of the Claimant, has requested Mr Angiolini to confirm full service charges have been demanded and paid for his own flat 2 and flat 4 (which Mr Angiolini manages for another person). I understand that Mr Galani was told by Mr Angiolini that he himself has not paid his full share of the his own (as long leaseholder) requested Service Charges. This lack of transparency is another reason for the vesting order to be made as soon as possible.
- 15 Further, there are associated demands for items vaguely described as "professional fees", again without justification (and it is suspected that these charges are Mr Angiolini's own fees, in respect of time spent on disputes he has had and created, as above, with the long leaseholders by not making insurance claims, and not fixing the roof. Again, despite being asked to provide invoices for those charges, and a description of the work done, with supporting documentary evidence, the Defendant has refused to do so).
- 16 The Claimant does not consider it fair that the apparent service charge dispute should prevent the lawful acquisition of the freehold going ahead, to which the Claimant is entitled and which claim was admitted by the Defendant. The terms of the approved transfer deed TR1 at Appendix 1 provides an indemnity to the Defendant in respect of any such proper service charges (such indemnity being deemed sufficient to protect the Defendant, for outstanding service charges by the Tribunal).

- 17 A vesting order is therefore sought urgently notwithstanding the outstanding service charges needing proper assessment by the Tribunal.

Statement of Truth

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed:



Jason Kallis

Dated: 12 June 2024

IN THE COUNTY COURT AT
CENTRAL LONDON

CLAIM NO. tbc.

BETWEEN:

51 DRAYCOTT PLACE
FREEHOLD LIMITED

Claimant

And

TARQUIN MANAGEMENT
LIMITED

Defendant

EXHIBIT JK1

This is the exhibit referred to in the witness statement of Jason Kallis as being marked Exhibit JK1

Signed 

Jason Kallis

Dated: 12 June 2024

From: Tarquin Management tarquin.management@gmail.com
Subject: Basement storage withdrawal of permission and miscellaneous points
Date: 26 August 2022 at 12:09
To: JAG john@galani.com, Karolina karolina@galani.com

Dear John and Karolina,

Basement storage

See the attached, which is self explanatory, dealing with storage in the basement area, as previously mentioned by text. At this is not a notice pursuant to the lease but relates to an oral personal licence granted to you, no particular form is required for it to be validly given and even the text message might have been sufficient. Let me know how you want to pr

Notices under the lease

In relation to notices pursuant to the lease, as I can already see you and Jason playing silly buggers, please confirm if, like you have always done in the past, you will accept service by email or will you now be awkward and insist on everything being provided in hard copy?

For your reference, the last service charge demand was emailed to Jason, now going out of his way to say he is not authorised to accept service, funny he should not mention it at the time, as any professional would have done in the circumstances. I then posted a hard copy to you on 11 October 2021, so deemed served when post would have arrived. As far as the more recent statutory demand, which I emailed to you two and to Jason, precisely to avoid any silly arguments as time was of the essence, I personally drop it off that same evening in an envelope hand addressed to Karolina. So, if, as I read between the lines, you are intending to allege they were not properly served, but, rather than come clean with it, keep it up your sleeve, you better have another think, because they are both covered by deeming provisions.

In case you do not know, as you clearly have a preference for a cloak and dagger approach, rather than being open and honest, UK courts do not normally stand for "litigation by ambush" and expect all cards on the table from the outset. Turning up with new arguments or new factual allegations or evidence will normally be penalised in costs, even if you win.

Your little stunt

I am now back from holiday. Thanks for serving your notice just before 15 August which I am guessing is a major holiday in Greece as much as in Italy. Your choice of timing was impeccable. Judging by the rest of your conduct, I doubt it was just a coincidence.

I will write separately with some personal comments for you to consider once I cool off, as I got just too angry, not annoyed, out and out angry writing it and ended up swearing throughout and using expletives because, quite frankly, you are now taking the piss. I will calm down and recast it, but be aware of the fact that this little stunt of yours, that you think you were so smart making, is liable to go majorly wrong and, whatever happens in the end, you will gain an enemy for life. An enemy that you are going to have to deal with for the foreseeable future.

If you stay with this provocative course of action, thinking it will give you a quick solution but it will be exactly the opposite. It will be extremely confrontational, will almost certainly require a hearing as my most recent valuation, from just before you bought the flat in 2004, came in at £75K once you factored in development value and other commercial consideration, if my new surveyor has the same approach, we are probably into 6 figures. I doubt you would come anywhere near that figure, so a Tribunal hearing becomes inevitable and depending on the outcome, there will be appeals to be exhausted. So, whatever happens, unless you come up with a far more substantial amount, we will be in for the long haul, with all the delay, say a year to two years at least and additional costs that entails. And in the meantime the current issues will have to be dealt with in the same way so, you see, your little stunt, other than get my blood boiling, achieves very little else.

Leaving aside for a second the niceties and impersonal detachment of the law, you are also hitting a raw nerve here as this freehold has an enormous emotional significance for me, whatever its monetary value. It is the first asset I ever bought with my own money, without needing the help of my parents, in 1993, not long after I moved to London permanently. It has always been, for me, the symbol of my emancipation, a coming of age, if you want. From that moment on I never had to rely on my wealthy parents. If I had known you were even considering this, I would have come down like a ton of bricks at the first late payment, not been a gentleman and patiently waited for you to pay what you owed or negotiated and offered concessions which were never enough. So, regardless of any merits, value or anything else, I will first ask you humbly and politely to please desist from this course of action on, let's call it compassionate grounds.

If, knowing what I am telling you now, you still decide to go ahead, it will become very personal and all three will gain a sworn enemy. Rationality and proportionality will not come into it and costs will be an irrelevance. Do the three of you really have the stomach to contend with a less than rational opponent that will continue to the bitter end without any chance of compromise or negotiation, with the sole aim of getting you to withdraw the notice, take you down or make it as difficult as he possibly can during the time he is still freeholder?

All the three of you have different vulnerabilities under your leases, not least because non-payment is a very high risk strategy in any case. I have been patient and accommodating till now, but that would stop here and we can all look forward to 3 different tribunal cases: service charge assessment, which I am likely to commence next week, probably straight away on Tuesday, seeking the full amount plus full interest; a second for the valuation for the purpose of your stunt here, which will be filed in due course, a few months down the line, just enough to have two separate hearings, and one for Flat 3 for their multiple outstanding breaches arising from the building work. I will have to discuss with my solicitors, but there is probably room for assorted causes of action in parallel County Court proceedings which would separate you out, one at a time.

Oh, as for the insurance claim, you already guess what its fate would be. I am sure, which explains the very

disingenuous attempts to get a commitment to pay £3K in lieu, which now makes much more sense and fits the rather ugly picture. You are, really, quite underhand and untrustworthy as far as I can see. But maybe it was all coincidence you formed the company last year and had directors already appointed in early July while you sought to extract that agreement. You are not subject to a code of conduct, but Jason is and I am not entirely sure this kind of behaviour would easily fit the standard expected of the profession. I will check, I guess.

This one is not really one you can decide alone as I would make no distinction between the three of you, each would acquire a sworn enemy as long as we are in the same building and have to interact, and one

So, I will leave that one with you with my heartfelt request to desist before the point of no return. I have yet to formally instruct solicitors and a surveyor, as I only had informal talks, so, till Tuesday morning at least, there would be no costs to pick up from my side if you did accede to my request. After Tuesday if I hear nothing, I will assume you are keeping the course and then brace yourselves.

I am still convinced that with an honest interlocutor, reaching agreement would be the easiest thing in the world, but there has to be willingness on your part, or rather on Karolina's part as the owner and the only person who, in my eyes, hopefully retains some integrity. I throw it there as an olive branch. Make of it what you will.

On a more positive note, structural engineers are once again ready to inspect the roof and draft contract specs, like they were back in January 2021. As the company had to borrow extra funds already to be able to pay the new insurance premium of £2,500, up by about £500 from last year, mostly down to your claim, and pay other ongoing expenses, we reluctantly also borrowed for the initial structural engineers fee. Reluctantly because in the current economic climate, we would be lucky if quotes are held for the 30 necessary under the consultation, let alone much longer so, unless funds are made available, any tendering exercise will just be wasted, but please do continue to use you "leverage" to ensure it is as difficult as possible to actually contract any work. Delaying from last year, when we had planned to go ahead, till now will already have cost us at least 10% extra, probably more. With inflation forecast to hit 15%, possibly even 18%, further delay will cost us all dearly, I am sure you appreciate.

What I need from you are a range of dates/times for the site inspection over the next two week and I will liaise with them to find a combination suitable for all involved.

I await your views back, or Karolinas if you prefer.

Regards

Mario Angiolini
for and on behalf of Tarquin Management Ltd

Termination free
storag...ed.pdf
228 KB

From: Mario Angiolini <marioangiolini@hotmail.com>
Sent: 26 October 2023 11:42
To: Jason Kallis <JKallis@meralibeedle.com>
Subject: Re: [DPS:41:GHOL001/001:B] Complaint to Merali Beedle - re:Jason Kallis

Jason,

No, you did not mention remand in custody in this email, you said it in your previous one dated 27 April 2023 that immediately precedes in this conversation, see below, and which I had overlooked before.

You seem to know an awful lot about Russell which I do not and which would not be public knowledge. If what you say is correct, and I have no way of knowing, it seems that, as previously mentioned, John is being provided with confidential information which would be in clear breach of the police code of conduct. I invite you once again to identify the source of this information, so that a formal complaint can be filed with the Police conduct authority if appropriate.

In any event, even assuming all you say is correct, I am afraid I do not follow your reasoning. There is nothing I have any duty to do, or indeed interest in finding out. There is no way for me to find out either, unless Russell wants to give me further information. What are you actually saying I should do and on what legal basis?

What exactly are you saying I should do as a landlord "on the balance of probabilities"? You seem to suggest I should undertake my own investigation and preempt a criminal trial and on the basis of hearsay, conjectures and alleged smell in the hallway in order to decide whether he is guilty of whatever he may have been charged with, essentially as judge and jury, perhaps with John acting as prosecution. Then, on the basis of whatever I conclude, serve an eviction notice and go to court to seek possession of the flat. And if he is found not guilty, are you saying I should take a different view by disapplying the criminal standard of proof? I can see that will be well received by the court at a possession hearing. Have you completely lost the plot?

And we do not even know if or what charges he is facing, if indeed he has been charged, in any event. Or if they are even drugs related, unless you have clear and unequivocal information, in that respect.

I am not even going to entertain the idea or discuss it further. It is a pointless conversation you should not get involved with. I repeat what I said before, you should never have acted as John's mouthpiece in this respect. The complaint would still stand even if all you say were correct. From distant memory, you accused me of lying without a single shred of evidence to support it, accused me of not cooperating with the police without any indication of how you say I should have cooperated and no evidence to even suggest that police had sought my cooperation. You demand action that has no discernible legal basis. Yet, you will not deal with my complaint for totally spurious reasons. I guess I will just have to take it further, if

that is the case. Luckily for you, it is not exactly high on my list of priorities, so you are safe for a while longer.

But, so we can lay this conversation to rest once and for all, let me be absolutely clear. I am a firm believer that, just like alcohol and cigarettes, drugs should be legalised and taxed. It would cut funding to organised crime and provide much needed revenue. It would also free up police time to pursue real crimes. That means that I am not going to evict Russell. Not even if he is found guilty of whatever drugs charges you believe he may be facing. Full stop. He has not caused any disruption to the building, other than John's homophobic sensitivities, or engaged in antisocial behaviour. If he pays his rent and looks after the flat, he can keep on renting as long as he wants.

There is really nothing further to discuss regarding Russell and no point to this whole conversation.

I trust that settles it and we will waste no more time on this.

Regards

Mario

From: Jason Kallis <JKallis@meralibeedle.com>

Sent: 26 October 2023 08:45

To: Mario Angiolini <marioangiolini@hotmail.com>

Subject: RE: [DPS:4I:GHOL001/001:B] Complaint to Merali Beedle - re:Jason Kallis

Mario

I didn't say anything about him being remanded in custody in my email to you?

I believe it is your duty to find out something as to why he was arrested after two drug raids on his flat. Whilst what happened vis a vis a criminal court case is to be dealt with using that process, to just not work out or try to work out whether there is something that you should deal with as a landlord, on the balance of probabilities, is not acceptable.

Police can be wrong for sure, but usually they just cannot prove things beyond a reasonable doubt. From what I know about Russell, though, is that drugs have been found in his flat, smelt from outside of the flat (on several occasions), and he has been charged with some kind of related offence. I am also aware that he was remanded in

custody for some time after his arrest (meaning that the Police, at least, consider him a flight risk or danger – such concern would not accompany a possession only charge it seems to me). This is not a backdrop that allows you to do nothing in my view.

For now I will say little more, other than I cannot deal with your complaint until the above criminal case has been heard in court.

Regards

Jason

From: Mario Angiolini <marioangiolini@hotmail.com>

Sent: 26 October 2023 05:42

To: Jason Kallis <JKallis@meralibeedle.com>

Subject: Re: [DPS:4I:GHOL001/001:B] Complaint to Merali Beedle - re:Jason Kallis

Dear Jason,

That is news to me, how did you find out? I am not aware that he has been remanded in custody. He is at the flat normally, with his little dog. I do not know anything more than I did last year, did not know he was raided again (I guess the door did not get destroyed this time, and have not sought to discuss the matter with Russell further as I do not think there is anything to discuss with me. Neither you nor I have the right to know anything about his private affairs, at least until he has been tried and convicted, you must know that. Besides, what happened to "innocent until proven guilty"?

There is nothing I can usefully add and I take your word for what you say. I am not intending to interrogate Russell about it.

Regards

Mario

From: Jason Kallis <JKallis@meralibeedle.com>
Sent: 23 October 2023 16:58
To: 'Mario Angiolini' <marioangiolini@hotmail.com>
Cc: Nico Beedle <Nbeedle@MeraliBeedle.com>
Subject: RE: [DPS:4I:GHOL001/001:B] Complaint to Merali Beedle - re:Jason Kallis

Mario

Can you tell me what you know about the Police investigation against your tenant? I understand it is due to be heard in the Crown Court, but do not yet know the date.

As I say below I'd like to know more about that case before responding formally to your complaint, as the two issues overlap, and therefore there is good enough reason to delay a response.

I await your response.

Jason

Notice of Issue

(Part 8 claim)

Jason Kallis
Merali Beedle
58-60 Kensington Church Street
London
W8 4DB

In the County Court at Central London

Claim Number	L02CL098
Claimant (including ref.)	51 Draycourt Place Freehold Limited
Defendant (including ref.)	Tarquin Management Limited
Issue Fee	£365.00

Your claim was issued under Part 8 of the CPR on 14 June 2024.

The court sent it with a copy of your witness statement(s) to the defendant by first class post on 19 June 2024 and it will be deemed served on 21 June 2024. The defendant has until 5 July 2024 to reply.

Notes for guidance

Service of the claim form

- The claim form must be served on the defendant within 4 months of the date of issue (6 months if you are serving outside England and Wales). You may apply for an order extending the time for serving the claim form but the application must generally be made before the 4-month or 6-month period expires.

Replying to the claim form

- the defendant must file an acknowledgment of service with the court together with any written evidence to be relied on within 14 days of service of the claim form. At the same time, the defendant must send copies to you and all other parties.
- if the defendant files written evidence, you will have 14 days from receiving it to file any further evidence in reply. You must at the same time send copies to all other parties to the claim.

The defendant may

- contest your claim and seek a different remedy to that sought by yourself
- object to your using this procedure and set out his reasons
- dispute the court's jurisdiction

What happens next

- the court file will be referred to a judge for directions for the disposal of the claim 14 days after the expiry of the time for filing the acknowledgement of service.
- the file will not be referred if the court has already arranged a hearing date or given directions

Failure to reply

- if an acknowledgment of service is not filed, the defendant may attend any hearing in the claim but may not take part at the hearing unless the court gives permission.

You must inform the court immediately if your claim is settled or discontinued.

The court office at the County Court at Central London, Thomas More Building, Royal Courts Of Justice, Strand, London, WC2A 2LL. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number. Tel: 0300 123 5577. Check if you can issue your claim online. It will save you time and money. Go to www.moneyclaim.gov.uk to find out more.

General Form of Judgment or Order

In the County Court at
Central London

Claim Number L10CL472

Date 17 December 2024



51 DRAYCOURT PLACE FREEHOLD LIMITED	1 st Claimant Ref
TARQUIN MANAGEMENT LIMITED	1 st Defendant Ref

The claim number L02CL098 has been transferred from the General List into the Business and Property work (Chancery) List at the County Court at Central London

Please assist the court by

- **quoting the new claim number L10CL472 on all correspondence**
- addressing any correspondence to County Court at Central London, Royal Courts of Justice, Thomas More Building, Royal Courts of Justice, Strand, London WC2A 2LL DX: 44453 STRAND. Alternatively, important/urgent documents may be presented in person by obtaining an appointment by ringing the appointment line on 0207 947 7502 indicating that the delivery is an urgent Chancery matter.
- making any telephone enquiries on 0300 123 5577.
- sending any faxes to 0870 739 4144 (gold fax)
By e-mail to: enquiries.centallondon.countycourt@justice.gov.uk
- marking any urgent correspondence with the nature of the urgency (e.g. the date of any upcoming hearing)

In compliance with GDPR requirements, the privacy notices sets out the standards that you can expect from the Ministry of Justice (MOJ) and His Majesty's Court and Tribunals Service (HMCTS) when we process personal data about you in the context of civil court proceedings; how you can get access to a copy of your personal data; and what you can do if you think the standards are not being met. Please see link below for further information:

<https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter#hmcts-privacy-policy>

The court office at the County Court at Central London, Thomas More Building, Royal Courts Of Justice, Strand, London, WC2A 2LL. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number. Tel: 0300 123 5577. Check if you can issue your claim online. It will save you time and money. Go to www.moneyclaim.gov.uk to find out more.

Produced by: Seerat Mahmood

Jason Kallis
Merali Beedle
58-60 Kensington Church Street
London
W8 4DB

Notice of Hearing

In the County Court at Central London	
Claim Number	L10CL472
Date	7 February 2025



51 DRAYCOURT PLACE FREEHOLD LIMITED	1 st Claimant Ref LON/00AW/ OCE/0030
TARQUIN MANAGEMENT LIMITED	1 st Defendant Ref

TAKE NOTICE that the Disposal Hearing will take place on

12 February 2025 at 2:00 PM

at the County Court at Central London, Thomas More Building, Royal Courts Of Justice, Strand, London, WC2A 2LL

When you should attend

1 hour has been allowed for the Disposal Hearing

Please Note: This case may be released to another Judge, possibly at a different Court

Cases are listed in accordance with local hearing arrangements determined by the Judiciary and implemented by court staff. Every effort is made to ensure that hearings start either at the time specified or as soon as possible thereafter. We will try to ensure that if your case is listed in the morning it is heard by 1pm and if your case is listed in the afternoon it is heard by 4pm. If it is not possible to provide a judge to hear your case, the court and HM Majesty's Courts and Tribunals Service will not be responsible for any costs incurred in the absence of any departure from listing policy due to maladministration.

FILING OF SKELETON ARGUMENTS AND TRIAL BUNDLES:

If trial bundles have been directed, they should be lodged no earlier than 7 working days before the hearing (unless otherwise ordered). Any bundles can be delivered by post, placed in the drop box in the main hall of the Royal Courts of Justice, or can be dropped off at the public counter by obtaining an appointment by ringing the appointment line on 0207 947 7502 indicating that the delivery is for a trial bundle.

Skeleton arguments for this case should be sent by email to CentralLondonDJSKEL@justice.gov.uk. Parties may not send PDF files to this Inbox. Any emails to which PDF files are attached will be deleted without having been opened or read. Furthermore, do not send skeletons by any other means unless email is not available.

The court office at the County Court at Central London, Thomas More Building, Royal Courts Of Justice, Strand, London, WC2A 2LL. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number. Tel: 0300 123 5577. Check if you can issue your claim online. It will save you time and money. Go to www.moneyclaim.gov.uk to find out more.

Information for people visiting the Central London County Court at Thomas More Building, RCJ.

The Central London County Court Building (Part of the RCJ Group) has services and facilities available to support you when you visit us.

We know that people with disabilities will sometimes need our help to use or access our services and we'll provide reasonable adjustments to help with this.

Central London County Court has been purpose built to accommodate the needs of our customers. We have a counter at WG07. The Courts and Hearing Rooms are located between the Mezzanine floor to the eleventh floor. All courts are wheelchair accessible except court 51.**

We can provide services such as:

- A car park space for blue badge holders. This will need to be pre-booked (contact the Listing Office dealing with your case) *
- Support Through Court. They can provide a volunteer to accompany you into court for emotional support if you are a litigant in person and don't have legal representation. They can help you navigate the building, but cannot provide personal care or speak in court. Please telephone them on 020 7947 7701 to request a volunteer – it is best to give at least 7 days' notice.
- All public counters are wheelchair accessible.
- Leaflets showing accessible routes in the building and information about facilities/ services we can provide.
- Arranging pre-hearing visits to the court to see the court room and to talk about any specific needs.
- Breaks in court proceedings. These can be arranged with the judge before your hearing begins.
- Providing help with reading and writing court forms. Some court documents can be provided in large print or braille: <https://www.gov.uk/government/collections/court-and-tribunal-forms>.
- Ramps and stair lifts to areas of the building that have previously been inaccessible.
- Prayer, quiet and contemplation rooms. These are available in the Queen's building on the ground mezzanine floor.
- Hearing enhancement systems in certain courts
- Portable hearing loops available on request.
- Accessible toilets and baby changing facilities.
- Refreshments: café 26 is available at the back of the main hall.

More information

* If you need a parking space (Blue Badge holders only) please contact the Listing Office, by e-mail or letter at least 24 hours before your hearing.

You'll need to include:

- your case numbers
- car registration
- make, model and colour
- your Blue Badge numbers
- issuing authority.

We will give this information to our Security Teams and it will be included in the daily parking list.

If you have any specific needs you need to talk to us about, please contact the Disability Contact Officer by email: centrallondoncounty.dco@justice.gov.uk

**Wheelchair access into the Thomas More Building is available from 9am - 4.30pm

In compliance with GDPR requirements, the privacy notice sets out the standards that you can expect from the Ministry of Justice (MOJ) and HM Courts and Tribunals Service (HMCTS) when we process personal data about you in the context of civil court proceedings; how you can get access to a copy of your personal data; and what you can do if you think the standards are not being met. Please see link below for further information:

<https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-informationcharter#hmcts-privacy-policy>

TAB 2 - COSTS

Jason Kallis

From: Jason Kallis
Sent: 19 November 2024 12:51
To: 'Tarquin Management'
Subject: [DPS:4I:51DR001/001:E] Case No. LON/00AW/OCE/0030 - Bill of Costs and Notice of Commencement for Erdem, Galvin and Galani v Tarquin Management Limited
Attachments: 51 Draycott Place Notice of Commencement and Bill.pdf

Dear Sirs

We attach by way of service a Notice of Commencement and Bill of Costs in the above matter.

You have until 16 December 2024 to serve a response.

Yours faithfully

Merali Beedle

Notice of Commencement of assessment of bill of costs

FIRST-TIER TRIBUNAL, PROPERTY CHAMBER (RESIDENTIAL PROPERTY)	
Case No.	LON/00AW/OCE/0030
Applicants	Mr Bahadir Erdem, Mr Dominic Galvin, and Mr John Calani
Respondent	Tarquin Management Limited

To the Respondent

Following the Costs Decision dated 13/05/2024 (copy attached) I have prepared my Bill of Costs for assessment. The Bill totals* £41,409.00. If you choose to dispute this bill and your objections are not upheld at the assessment hearing, the full amount payable (including the assessment fee) will be £42,210.00 (together with interest (see note below)). I shall also seek the costs of the assessment hearing.

- Your points of dispute must include
- details of the items in the bill of costs which are disputed
 - concise details of the nature and grounds of the dispute for each item and, if you seek a reduction in those items, suggest, where practicable, a reduced figure.

You must serve your points of dispute by 16 December 2024(*insert 21 days from the date of service of this notice*) on me at
Merali Beedle Limited t/a Merali Beedle
Vicarage House
58-60 Kensington Church Street
London
W8 4DB
Reference: 51DR001/001/JKA

You must also serve copies of your points of dispute on all other parties to the assessment identified below (*you do not need to serve your points of dispute on the court*).

I certify that I have also served the following person(s) with a copy of this notice and my Bill of Costs:- (*give details of persons served*).

If I have not received your points of dispute by the above date, I will ask the court to issue a default costs certificate for the full amount of my bill (*see above**) plus fixed costs and court fee in the total amount of £41,567.00 plus interest.

Signed Date 19 November 2024
(Solicitor for the Applicants)

Note: Interest may be added to all High Court judgments and certain county court judgments of £5,000 or more under the Judgments Act 1838 and the County Courts Act 1984.

The court office at the First-Tier Tribunal, Property Chamber (Residential Property) is open between 10 am and 4 pm Monday to Friday. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number.



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

Case reference : LON/00AW/OCE/0030

Property : 51 Draycott Place, London SW3 3DD

Applicant : Mr Bahadir Erdem Mr Dominic Galvin
Mr John Calani

Representative : Jonathan Kellis

Respondent : Tarquin Management Limited

Representative : Tarquin Management Limited

Type of application : Rule 13 Costs Application

Tribunal : Judge Daley

Venue : 10 Alfred Place, London WC1E 7LR

Date of decision : 13 May 2024

DECISION

1. This decision follows an application which was made by the Applicant at the hearing for costs to be awarded under rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Applicants sought:
 - (i) an order for costs under rule 13(1)(b) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules"); and (ii) an order for the reimbursement of Tribunal fees under rule 13(2) of the 2013 Rules.
2. The Tribunal directed in Paragraph 54 of its decision that:- "*The Tribunal directs that (i)The Applicant's shall within 21 days of the date on the decision notify the Respondent of their intention to apply for an*

- order under regulation 13, setting out the grounds. (ii) The Respondent shall respond to any such notice within 21 days. Should a response be received, this matter shall be determined as a paper termination."
3. Provision was made for a paper determination to take place and this application has been determined on the papers. The Applicant made an application for costs on 26 March 2024.
 4. The Respondent made an application for the decision to be set aside, on 2 April 2024, The Tribunal considered the application to set aside the decision dated 5 March 2024, and decided that the decision should not be set aside, and that the Tribunal would proceed to determine this application.
 5. In the application for costs the Applicant made the following submissions, which have been summarized by the Tribunal.
 6. That is that (i) that the Respondent in his response to the application for enfranchisement, set out that the respondent had adverse possession, in relation to the cellars and other appurtenant land. And that these allegations were unsubstantiated. The Tribunal in its determination directed that the cellars and the appurtenant land should be transferred to the applicants. (ii) That the Respondent had made veiled and unveiled threats, an example of this was referred to from an email sent by the respondent's director on 26 August 2022 in which he set out that *"If, knowing what I am telling you now, you still decide to go ahead, it will become very personal and all three will gain a sworn enemy. Rationality and proportionality will not come into it, and costs will be an irrelevance. Do the three of you really have the stomach to contend with a less than rational opponent that will continue to the bitter end without any chance of compromise or negotiation, with the sole aim of getting you to withdraw the Notice, take you down or make it as difficult as he possibly can during the time he is still the Freeholder?"* (iii) The Respondent made unrealistic demand for a premium in the sum of £438,657 when the tribunal's decision was that the premium payable was £25,000. (iv) That the Respondent cancelled prearranged appointments which had been arranged on sufficient notice, for the Applicant's surveyor to inspect the premises without giving reasonable notice, (v) That there were sham arrangements in place in respect of flat 2, (vi) That the Respondent wrote excessively long emails. (vii) that there was a failure to deal with anti-social issues in respect of flat 2 (viii) that there were repeated adjournment of the final hearing.
 7. In the Reply from the respondent's it was set out that: *"For the avoidance of doubt, at this stage the Respondents are not intending to contend that costs should be awarded against the Applicants, though they reserve the right to make such an application if the Applicants persist with their refusal to discuss or negotiate on any matters in the case, making it impossible to narrow down the scope of what the Tribunal has to consider. It is that approach which has made a hearing at which everything was in dispute unavoidable, now most likely multiple hearing at which no aspect whatsoever had been agreed in advance. Dealing at best we can with the application, in writing, for those matters which the Tribunal has determined, the Respondents' have clearly been successful: there is development value to be included in the premium, a contention the Applicants always denied but the*

Tribunal clearly endorsed. The Tribunal also agreed that the cellars had a significant commercial value rather than the derisory £100, later £500, offered by the Applicants, amount which they always refused to depart from. The Respondents are also bound to be successful in their contention, repeated many times in correspondence but always ignored, that the Applicants' expert had calculated"

8. The Tribunal also received further submissions from the Applicant in reply:- In the Applicant's submissions sent in an email dated 19 April 2024, the solicitor for the applicant's set out that:- *"... the premium awarded is very close to the premium cited initial notice. Whilst premium allotted to pertinent land is higher than expected, it is not very significantly so. Indeed, the overall premium bears no resemblance to the circa £450,000 premium the respondent was seeking ... The Applicant "won" this case in that context, and the Respondent's position on the premium both untenable and unreasonable throughout. The Respondent's conduct has been aggressive, uncompromising, unfitting of a lawyer, and controversial. It has also sought to increase costs unnecessarily (and still does). No terms of the transfer remain outstanding. The Transfer Deed terms were dealt with at the hearing and awarded as per the TR1 submitted to the Tribunal (for good reason, they are complete, and reasonable). Those terms were submitted to the Respondent more than once to be agreed and were not.*

The Tribunal's determination

9. The Tribunal's power to award costs is derived from section 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (1) The Tribunal may make an order in respect of costs only-(b) if a person has acted unreasonably in bringing, defending or conducting proceedings
10. In determining the application pursuant to rule 13(1)(b) of the 2013 Rules, the Tribunal has had regard to its overriding objective and, in particular, to Willow Court Management Ltd v Alexander [2016] UKUT 290 (LC); [2016] L. & T.R. 34.
11. The Tribunal has considered in detail the judgment in Willow Court in which it was stated, at paragraph [43], *"A decision to award costs need not be lengthy and the underlying dispute can be taken as read."*
12. In summary, the Tribunal is to apply a three-stage approach. Firstly, applying an objective standard, the Tribunal must consider whether the respondent has acted unreasonably. An unsuccessful outcome is not sufficient on its own to warrant an order under rule 13 and the Tribunal must be careful not to use this power too readily. At [24] of Willow Court, the Upper Tribunal stated: *"... An assessment of whether behaviour is unreasonable requires a value judgment on which views might differ, but the standard of behaviour expected of parties in tribunal proceedings ought not to be set at an unrealistic level.*
13. This guidance was set out in *Ridehalgh v Horsefield* at 232E, *"Unreasonable" conduct includes conduct, which is vexatious, and*

designed to harass the other side rather than advance the resolution of the case. It is not enough that the conduct leads in the event to an unsuccessful outcome.

14. The test may be expressed in the following way. Would a reasonable person in the position of the party have conducted themselves in the manner complained of? Or the guidance which the Upper Tribunal gave concerning the approach that a Tribunal should take of is there a reasonable explanation for the conduct complained of?" However, this is not the end of the test as the Tribunal is required to consider, If the Respondent is found to have acted unreasonably, the Tribunal must consider whether an order for costs should be made.
15. This involves a consideration of the nature and seriousness of the Respondent's conduct and the effect that it had on the litigation, the Tribunal exercises its discretion at this stage.
16. If the Tribunal determines that it will make an order for costs, the terms of the order fall to be considered. There is no need for a causal connection to be established between the conduct and the costs incurred. The Tribunal can make an order for payment of the whole or part of a party's costs. The nature, seriousness and effect of the unreasonable conduct are important factors. In *Laskar v Prescott Management Company Ltd* [2020] UKUT 241 (LC) the Upper Tribunal stated at [34]:
17. "The only "test" is laid down by the rule itself, namely that the FTT may make an order if is satisfied that a person has acted unreasonably in bringing, defending or conducting proceedings.
18. The rule requires that there must first have been unreasonable conduct before the discretion to make an order for costs is engaged, and that the relevant tribunal must then exercise that discretion. Whether the discretion has been properly exercised, and adequately explained, is to be determined on an appeal by asking whether everything has been taken into account which ought to have been, and nothing which ought not, and whether the tribunal has explained its reasons and dealt with the main issues in such a way that its conclusion can be understood, rather than by considering whether the Willow Court framework has been adhered to. That framework is an aid, not a straitjacket."
19. The first stage is to consider whether the Respondent has acted unreasonably in the present case applying an objective standard.
20. The Tribunal has considered the behaviour of the Respondent's director in conducting the litigation. The Tribunal in doing so has considered the points made by the Applicant and has decided that it was not apparent to the Tribunal that the applicant had incurred additional costs in relation to the litigation in respect of the following issues: in relation to the adverse possession issues raised by the Respondent; the Tribunal determines that although no evidence was provided on this issue by the respondent, the Tribunal is not satisfied that the raising of this issue was unreasonable or that it has resulted in additional costs to the applicant. It also made no findings that the arrangements claimed by the Respondent in respect of the ground rent for flat 2 amounted to a sham, its findings were that there was no evidence to substantiate the Respondent's claim and accordingly the Tribunal found for the Applicant on this issue. The Tribunal also did not consider any of the issues in relation to anti- social behaviour in respect of flat 2.

21. The Tribunal therefore considered the only issues as relevant to the question of Rule 13 costs, (i) as the veiled threats, (ii) The unrealistic demands for a premium and the (iii) cancelled arrangements for inspections of the premises (iv) and the repeated adjournments of the final hearing.
22. In respect of the premium, the respondent did not provide any evidence to support his premium, had valuation evidence been provided this may have led to a settlement of this matter, however the Tribunal did award sums in respect of the developmental value of the premises, and in respect of the vaults and Cellars, accordingly the Tribunal consider that given the difference between the parties this issue needed to be determined.
23. The Tribunal therefore in considering whether to award costs has considered the following issues, firstly the threats made by the Respondent to pursue a course of action which led to the costs of the litigation increasing for the Applicant, and the cancellation of appointments and the adjournments of the final hearing because of the conduct of the respondent.
24. The Tribunal having considered the tests in Willow Court and considers that the respondent acted unreasonably in the way the defence to the proceedings were conducted. The Tribunal has considered the overriding object in this regard. By his words and actions, the respondent did not cooperate with the applicant, and this increased the costs of the litigation in the way in which the respondent threatened to do. As a result, the Tribunal has decided that the respondent has acted unreasonably.
25. **The Tribunal then considered whether it should use its discretion to award costs. The Tribunal has noted the stated objective of the Respondent in defending the litigation and has balanced this against genuine disputed issues that required determination. It has decided that it is appropriate to make an order for costs against the Respondent, however it has limited the award to 60% of the Applicant's costs together with 60% of the costs of the hearing and application fee.**

Name: Judge Daley

Date: 13.05.2024

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28- day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

FIRST-TIER TRIBUNAL, PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case No:
LON/00AW/OCE/0030

IN THE MATTER OF PROPERTY AT 51 DRAYCOTT PLACE, LONDON, SW3 3DD

B E T W E E N

Mr Bahadir Erdem, Mr Dominic Galvin, and Mr John
Calani

Applicants

and

Tarquin Management Limited

Respondent

Bill of Costs of the Applicants to be assessed on the standard basis and paid by the Respondent in accordance with S.29 of the Tribunals, Courts and Enforcement Act 2007 and Rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, and pursuant to the Costs Decision dated 13th May 2024

NARRATIVE

The Applicants in these proceedings were, at all material times, nominee purchasers/qualifying tenants within a property in London known as 51 Draycott Place ('the property'). Pursuant to S.24 of the Leasehold Reform, Housing and Urban Development Act 1993 ('the Act'), they sought a determination of the premium to be paid for the collective enfranchisement of the property. The Respondent in these proceedings was, at all material times, the freeholder of the property. The Applicants instructed Messrs. Merali Beedle Limited t/a Merali Beedle to act for them in these proceedings. The Respondent represented itself, largely via one of their directors, Mr Mario Angiolini.

Instructions were taken and relevant investigations made. Relevant client authorities were sought and obtained and, on 09/08/2022, the Applicants served an Initial Notice of Claim on the Respondent pursuant to S.13 of the Act, seeking to exercise the right for the acquisition of the freehold of the property, proposing to pay a premium of £8,900 for the freehold interest and £100 for additional freeholds specified in the Notice.

Various correspondence ensued between the parties, Mr Angiolini at this stage (and throughout) often writing, so far as the Applicants are concerned, unnecessarily lengthy and numerous emails. This correspondence of course had to be considered, which activity alone was necessarily time-consuming. In any event, albeit just within the prescribed deadline, on 16/10/2022, the Respondent served a Counter-Notice, wherein the Respondent admitted the validity of the claim, but counter-proposed a premium of £187,500 for the freehold and £75,000 for the additional freehold interest specified in the lease.

Correspondence between the parties continued and, on 26/10/2022, the Applicants served a Notice to Deduce Title. Further various and lengthy correspondence continued to be produced by the Respondent but issues that could be narrowed were limited. In the meantime, enquiries were made of Matthew Price (Chartered Surveyor) of Peter Barry Chartered Surveyors, such that necessary expert evidence could be obtained. A conference with Counsel was arranged, which took place on 16/12/2022. Efforts were made to arrange a full inspection of all parts of the property with the Respondent, including any appurtenances

and any development value. Unfortunately, the Respondent, whilst writing variously at quite some length, made the process of arranging inspection very difficult indeed. Nonetheless, the FTT tribunal was updated, as was Matthew Price, who was liaised with also, in order to accommodate the necessary inspection.

Ultimately, on 14/02/2023, the Applicants filed a S.24 application for determination of the terms of acquisition remaining in dispute. A further conference was held with Counsel on 30/03/2023 and, pursuant to a directions hearing listed for 17/04/2023, a skeleton argument was filed by the Applicants on 12/04/2023. Although the Respondent did not attend, the directions hearing proceeded on 17/04/2023, for which Counsel was briefed. The FTT handed down appropriate directions (as set out below, so not repeated here).

It then transpired that a 'handyman' acting for the Respondent was carrying out works/alterations in the vaults of the property, and the Respondent was requested to immediately stop any works and/or alterations being carried out to the vaults and contested common areas in view of the enfranchisement proceedings. That request was sent to the Respondent on 27/04/2023 but, unfortunately, was not responded to by the Respondent until 16/08/2023. In any event, with the FTT having set a deadline of 07/03/2023 for valuation, the Respondent was again invited to allow and facilitate a joint inspection of the entire property, including all flats and common areas, whether contested or not.

Unfortunately, there was no response from the Respondent and, as such, whilst efforts continued to move matters forward, with the directions timetable now having slipped, the FTT was asked for further directions, not least regarding the direction that, by 15/05/2023, the Respondent must submit a draft transfer and leaseback (if applicable) to the Applicants for approval. The Applicants in any event filed their listing questionnaire, availability dates being marshalled for that purpose. With continuing silence on the part of the Respondent, the Applicant filed and served a draft TR1 on 13/06/2023. With the situation as it was, Matthew Price was also asked to continue with his work and finalise his report as to valuation, and produce a statement of agreed facts and disputed issues, all for filing and service.

The Respondent finally engaged to the extent that it agreed to discuss issues with Matthew Price on 30/06/2023. The FTT was again updated. Whilst some elements were apparently agreed as a result of the discussion between Matthew Price and the Respondent on 30/06/2023, few issues were in fact narrowed. In any event, the Respondent was asked to agree and return an agreed statement of agreed facts and disputed issues by 04/07/2023. Late on 04/07/2023 the Respondent said that the statement would be with Matthew Price by 05/07/2023, the Respondent at that point saying the delay was because of internet issues. That did not arrive and, as such, on 06/07/2023, the Applicants filed the statement as it was and applied to the FTT for further directions in all the circumstances. In the event, later on 06/07/2023, the Respondent did send a marked-up statement of agreed facts to Matthew Price, and this was followed, on 10/07/2023, with an exceptionally lengthy email from the Respondent. All was necessarily considered.

Some correspondence then ensued between the Applicants, the Respondent and the FTT, the Respondent writing at considerable length to the FTT and the Applicant responding accordingly. On 31/07/2023, efforts were again renewed in terms of requesting access to vaults. This provoked yet a further exceptionally lengthy email from the Respondent on 02/08/2023, which was considered and responded to. In all the circumstances, Counsel advised by telephone and note on 02/08/2023 also.

Email exchanges continued between the Respondent and the Applicants, the Respondent continuing to write excessively lengthy emails, and all was considered and the FTT updated. Efforts again continued as to agreeing a date for inspection, but this once more proved very difficult. Nonetheless, a date for inspection was eventually set for 11/09/2023. In the meantime, at the request of the FTT, the Applicants filed a further listing questionnaire on 21/08/2023, and yet a further one on 08/09/2023. Despite best efforts to ensure that inspection proceeded on 11/09/2023, relatively late on 08/09/2023 the Respondent advised

that they may not be able to make the agreed inspection date and time. The Respondent did then cancel the inspection on 11/09/2023, doing so by email at 14:12 on 11/09/2023.

The Respondent filed their listing questionnaire on 22/09/2023 and this was duly considered. A hearing was ultimately listed for 30-31/01/2024 (video hearing). In the meantime, correspondence continued concerning inspection, and the Applicants filed an application for permission to rely on expert evidence from Yussuf Mwanza (Planning Consultant).

A joint inspection finally took place on 23/10/2023, with Matthew Price attending for the Applicants and Andrew Symington attending for the Respondent. On 24/10/2023 the FTT handed down further directions, allowing each party to adduce evidence from a planning consultant. Efforts were made to confirm the Respondent's position on evidence from a planning consultant on the part of the Respondent, but without success. As far as the Applicants were concerned therefore, expert evidence from Yussuf Mwanza was finalised and filed on 15/12/2023. Similarly, expert evidence of Matthew Price was finalised.

Preparations towards the hearing listed for 30-31/01/2024 continued, a bundle index and bundle being prepared and ultimately filed. On 23/01/2024 the Respondent advised that they would be making an application to adjourn the hearing, which they did, on Friday, 26/01/2024, so just one working day before the hearing was due to commence. In any event, the Applicants prepared for the hearing, including filing a skeleton argument on 29/01/2024. The hearing duly took place as listed on 30-31/01/2024 (albeit with technical difficulties on the first day), the FTT not being prepared to adjourn matters. The Respondent did not attend and nor did the Respondent seek to rely on any expert evidence. The FTT handed down its decision on 05/03/2024. *Inter alia*, the FTT determined the appropriate premium payable for the collective enfranchisement to be £23,929.

On 26/03/2024 the Applicant filed an application for costs, along with costs submissions. On 02/04/2024 the Respondent filed an application to set aside the FTT decision of 05/03/2024. The application was of course considered. The Respondent also filed costs submissions on 18/04/2024, which were likewise considered. The FTT directed that the costs application would be determined 'on the papers'. The Respondent continued to write at length to the FTT, which correspondence was again considered. In any event, the FTT handed down its costs decision on 14/05/2024 wherein the FTT decided that it was appropriate to make an order for costs against the Respondent, limited to 60% of the Applicant's costs together with 60% of the costs of the hearing and application fee.

That concluded matters, at least as far as these enfranchisement proceedings are concerned, save for costs, which the Applicants seek herein.

ASSESSMENT NOTES

1. Whilst at Messrs. Merali Beedle Limited t/a Merali Beedle the matter was dealt with initially by Malcolm Davenport (Consultant), and then by Jason Kallis (Grade A Solicitor admitted 15/08/2000). Hourly rates claimed are shown below. It is confirmed that standard emails/letters/calls are claimed at one-tenth of the relevant hourly rate and that, where long or timed emails/letters/calls are claimed, no separate claim is made. Any estimated time is marked (e).
2. The bill of costs has been divided into a number of parts to reflect interim invoicing.
3. Profit costs and disbursements have been claimed at 60% in Parts 1, 2 and 4 of the bill of costs to give effect to the costs decision of the FTT. Disbursements in Part 3 of the bill of costs have also been claimed at 60%. Profit costs in Part 3 of the bill of costs have been reduced to £8,750, so by more than 60%, to avoid a breach of the indemnity principle. No reduction has been applied to Part 5 of the bill of costs, as these are costs of preparing and checking the bill of costs.

Fee Earner Information

Jason Kallis (JAK)

Solicitor, Admitted 15/08/2000

Malcolm Davenport (MD)

Consultant

Part 1 (Work up to 14/12/22)

Rates Utilised

Jason Kallis

Preparation 300.00

Malcolm Davenport

Preparation 250.00

Part 2 (Work up to 04/09/23)

Rates as per Part 1

Part 3 (Work up to 27/02/24)

Rates as per Part 1

Part 4 (Work up to 12/06/24)

Rates as per Part 1

Part 5 - Preparing and Checking Bill of Costs

Rates as per Part 1

		VAT	Disbts.	Profit Costs
	<u>Part 1 (Work up to 14/12/22)</u>			
	<u>2022</u>			
	<u>9th August</u>			
	Applicants serve Initial Notice (Collective Enfranchisement).			
	<u>16th October</u>			
	Respondent serves Counter-Notice.			
	<u>26th October</u>			
	Applicants serve Notice to Deduce Title.			
	<u>Attendances upon and correspondence with</u>			
	<u>Messrs. Erdem, Galvin, and Galani of 51 Draycott Place</u>			
	Applicants/Clients			
	<u>JAK</u>			
1	3 emails out			£90.00
	<u>MD</u>			
	1 personal attendance:			
2	9/6/22 - Attending clients discussing issues and way forward : 1 hour (e)			
	Engaged: 1 hour			£ 250.00
	6 long emails:			
3	1/6/22 - Long email concerning issues/draft Initial Notice (Collective Enfranchisement) : 30 minutes (e)			
4	22/7/22 - Long emails X 2 concerning issues and way forward : 1 hour (e)			
5	9/8/22 - Long email concerning service of Initial Notice (Collective Enfranchisement) : 12 minutes (e)			
6	15/8/22 - Long email concerning issues and way forward : 18 minutes (e)			
7	17/10/22 - Long email concerning Respondent's counter-notice and way forward : 12 minutes (e)			
8	24/11/22 - Long email concerning issues and way forward : 24			

		VAT	Disbts.	Profit Costs
	minutes (e)			
	Engaged: 2 hours 36 minutes	£ 650.00		
9	29 emails out	<u>£725.00</u>		
		£1,715.00		
	<u>Mr Angiolini, Director of Tarquin Management Limited/Tarquin Management Limited</u>			
	Respondent			
	<u>MD</u>			
10	1 letter out	£25.00		
11	10 emails out	<u>£250.00</u>		
		£275.00		
	<u>Matthew Price of Peter Barry Chartered Surveyors</u>			
	Chartered Surveyor			
	<u>MD</u>			
	1 long telephone call:			
12	24/10/22 - Discussing claim and noting (issues and instructions) : 24 minutes (e)			
	Engaged: 24 minutes	£100.00		
	1 long email:			
13	27/10/22 - Long email concerning issues/valuation : 18 minutes (e)			
	Engaged: 18 minutes	£ 75.00		
14	2 emails out	<u>£50.00</u>		
		£225.00		
	<u>Documents</u>			
	See Schedule 1			
15	MD Engaged: 12 hours 48 minutes	<u>£3,200.00</u>		
16	Total Costs	<u>£5,415.00</u>	1083 00	5415 00
	<u>Miscellaneous Disbursements</u>			
17	Paid various search fees (60% of £32.00 claimed)		19 20	
		(1083 00)	19 20	(5415 00)

		VAT	Disbts.	Profit Costs
	Inter Partes Profit Costs limited to 60%:	649 80		3249 00
	<u>Part 2 (Work up to 04/09/23)</u>			
	<u>2022</u>			
	<u>16th December</u>			
	JAK			
	Note from Counsel and advice from Counsel in conference.			
18	Engaged at conference with Counsel : 1 hour <u>£300.00</u>	60 00		300 00
19	Paid fee to Counsel (Note and advice in conference) (60% of £1,000.00 claimed)	120 00	600 00	
	<u>2023</u>			
	<u>3rd February</u>			
	Counsel settles S.24 application for determination of the terms of acquisition remaining in dispute.			
20	Paid fee to Counsel (settling application) (60% of £750.00 claimed)	90 00	450 00	
	<u>14th February</u>			
	Applicants file S.24 application for determination of the terms of acquisition remaining in dispute.			
	<u>27th February</u>			
	Court fee paid for S.24 application.			
21	Paid Court fee (S.24 application) (60% of £100.00 claimed)		60 00	
	<u>30th March</u>			
	JAK			
	Counsel advises in video conference.			
22	Engaged at video conference with Counsel and clients : 1 hour 12 minutes <u>£360.00</u>	72 00		360 00
23	Paid fee to Counsel (advice in video conference) (60% of £500.00 claimed)	60 00	300 00	

	VAT	Disbts.	Profit Costs
<p><u>12th April</u></p> <p>Skeleton argument filed on behalf of the Applicants for the hearing on 17/04/2023.</p> <p><u>17th April</u></p> <p>Directions hearing before Professor Abbey:</p> <p>Directions handed down:</p> <p>Recoverable costs</p> <ol style="list-style-type: none"> 1. Any application to determine the landlord's recoverable costs is stayed. Any application to lift the stay must include confirmation that the recoverable costs are in dispute. <p>Transfer terms</p> <ol style="list-style-type: none"> 2. The landlord must by 15 May 2023 submit a draft transfer and leaseback (if applicable) to the tenant for approval. 3. The tenant must by 29 May 2023 return the draft transfer and leaseback (if applicable) to the landlord with any amendments shown in red. 4. The landlord must by 12 June 2023 provide the tenant with a list of the terms of the draft transfer and leaseback (if applicable) that remain in dispute. <p>Valuation</p> <ol style="list-style-type: none"> 5. The parties' valuers must by 8 May 2023 exchange valuation calculations and meet to clarify the issues in dispute. The meeting may be by way of video or telephone conferencing. 6. The parties must by 12 June 2023 exchange statements of agreed facts and disputed issues and send copies to the Tribunal. 7. The parties must exchange expert reports at least three weeks before the hearing date notified to them in accordance with the following directions. <p>Listing and hearing</p> <ol style="list-style-type: none"> 8. It is proposed that the hearing take place by way of remote video hearing. Between 8 May 2023 and 16 May 2023 each party must return to the Tribunal the attached listing questionnaire showing the availability of the parties' expert witnesses and advocates during the period of 28 June 2023 and 14 August 2023. Any representations relating to the listing of the case should be set out in the questionnaire. 9. Within three weeks of receipt of the completed listing questionnaire the tribunal will list the case for hearing. The Tribunal will immediately notify the parties of the hearing date. 10. Full details of how to take part will be sent nearer the time. No specialist software is needed to access the hearing. However, parties will need to have access to a computer, connected to the Internet, with a webcam and microphone, or a similarly enabled smartphone or tablet device. If a party does not have suitable equipment to attend a video conference, they must notify the Tribunal promptly, and consideration will be given to converting the video hearing into an audio hearing, by way of telephone conferencing. 			

		VAT	Disbts.	Profit Costs
	<p>11. In many cases the Tribunal does not carry out an inspection. Therefore, the parties may wish to rely upon plans and photographs and may also apply for permission to rely upon video evidence. If the Tribunal considers that an inspection is appropriate, suitable arrangements will be made during the hearing.</p> <p>12. The parties must agree a bundle of documents relevant to the outstanding issues. This must consist of a single document in Adobe PDF format. The document bundle must have an index and must be paginated. The documents must, so far as possible, be in chronological order. The applicant must prepare the bundle and email a copy to each respondent and to the Tribunal ... at least two weeks before the date of the hearing. The subject line of the email must read: "BUNDLE FOR DETERMINATION: [Case reference], [Property address]". If a party is unable to produce a digital bundle it must contact the case officer as soon as possible, explaining why, and alternative directions will be considered.</p> <p>13. The bundle must include copies of the following:</p> <ul style="list-style-type: none"> - the application - these directions - the claim notice and counter notice - up to date office copies of the entries at H M Land Registry of the freehold title, any intermediate leasehold titles and the flat leasehold title, with plans - any intermediate leases - a specimen lease and coloured lease plan of one of the tenant's flats and where there is more than one type of lease a specimen of each such lease and schedule of relevant variations - the draft contract and/or transfer and leaseback (if applicable) with any disputed terms highlighted in red - each parties' expert report with full details of all comparables and a memorandum of agreed facts - if the leases reserve differing grounds rents, a table of the ground rents reserved by each lease should be included in the valuation reports - a brief summary of the issues in dispute to be determined by the tribunal <p>14. As the Tribunal is working electronically, the Tribunal determining this application will not have access to a physical file, nor electronic access to documents sent to the Tribunal. It is therefore essential that the parties include any relevant correspondence to the Tribunal within the digital bundle. Evidence from abroad: any party or witness</p> <p>15. If a party wishes to rely on oral evidence at a hearing from somewhere outside of the United Kingdom, you must:</p> <ol style="list-style-type: none"> a) follow the guidance provided in the Guidance Note for Parties: Giving Evidence from Abroad; b) notify the Tribunal by email ..., copied to all other parties, within 5 working days of receipt of these Directions, to confirm that you or your witness intends to apply to give evidence from abroad, confirming (i) which country, and (ii) that you will follow the process in the Guidance Note. <p>A copy of the Guidance Note can be provided by the case</p>			

		VAT	Disbts.	Profit Costs
	<p>officer on request. Failure to follow the Guidance is likely to result in you or your witness being unable to give oral evidence from abroad.</p> <p>Whenever you send a letter or email to the Tribunal you must also send a copy to the other parties and note this on the letter or email.</p> <p>If the applicant fails to comply with these directions the Tribunal may strike out all or part of its case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 rules").</p> <p>If the respondent fails to comply with these directions the Tribunal may bar it from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 rules.</p> <p>Non-compliance could also result in the Tribunal making a determination on costs pursuant to rule 13 of the 2013 Rules.</p>			
24	<p>Paid fee to Counsel (brief on hearing) (60% of £2,000.00 claimed)</p> <p>26th May</p> <p>Applicant files application for further directions.</p> <p>13th June</p> <p>Applicant files and serves draft TR1.</p> <p>30th June</p> <p>Discussion between Matthew Price (Chartered Surveyor for the Applicants) and the Respondent.</p> <p>6th July</p> <p>Applicant files application for further directions.</p> <p>2nd August</p> <p>JAK</p> <p>Counsel advises by telephone and follow-up email note.</p>	240 00	1200 00	
25	<p>Engaged : 24 minutes <u>£120.00</u></p>	24 00		120 00
26	<p>Paid fee to Counsel (advice by telephone and follow-up email note) (60% of £300.00 claimed)</p>	36 00	180 00	

		VAT	Disbts.	Profit Costs
	<u>Attendances upon and correspondence with</u>			
	<u>Messrs. Erdem, Galvin, and Galani of 51 Draycott Place</u> Applicants/Clients			
	<u>JAK</u> 2 long telephone calls:			
27	15/6/23 - Discussing claim and noting (issues and way forward) (video discussion) : 18 minutes			
28	17/7/23 - Discussing claim and noting (ongoing issues and way forward) : 18 minutes			
	Engaged: 36 minutes	£ 180.00		
	13 long emails: See Schedule 2			
29	Engaged: 4 hours 12 minutes	£1,260.00		
30	4 telephone calls	£120.00		
31	54 emails out	<u>£1,620.00</u> £3,180.00		
	<u>Mr Angiolini, Director of Tarquin Management Limited/Tarquin Management Limited</u> Respondent			
	<u>JAK</u> 6 long emails:			
32	15/2/23 - Long email concerning arrangements for inspection : 12 minutes			
33	27/4/23 - Long email concerning works and enfranchisement : 18 minutes			
34	10/7/23 - Long email concerning issues and way forward : 12 minutes			
35	2/8/23 - Long email concerning expert evidence/inspection : 12 minutes			
36	9/8/23 - Long email concerning ongoing issues and way forward : 18 minutes			
37	22/8/23 - Long email concerning ongoing issues and way forward : 12 minutes			
	Engaged: 1 hour 24 minutes	£420.00		

		VAT	Disbts.	Profit Costs
38	13 emails out £390.00			
	<u>MD</u>			
39	1 email out £25.00 £835.00			
	<u>Matthew Price of Peter Barry Chartered Surveyors</u> Chartered Surveyor			
	<u>JAK</u>			
40	1 long telephone call: 13/6/23 - Discussing claim and noting (issues to be dealt with and way forward) : 12 minutes Engaged: 12 minutes £ 60.00			
41	9 long emails: 19/12/22 - Long email concerning instructions : 18 minutes			
42	3/1/23 - Long email concerning inspection arrangements/fees : 12 minutes			
43	12/5/23 - Long email concerning expert evidence/directions : 12 minutes			
44	13/6/23 - Long email concerning issues to be dealt with and way forward : 12 minutes			
45	20/6/23 - Long email concerning report/meeting with Respondent : 12 minutes			
46	7/7/23 - Long email concerning issues and way forward : 12 minutes			
47	17/7/23 - Long email concerning issues and way forward : 12 minutes			
48	31/7/23 - Long email concerning expert evidence and way forward : 18 minutes			
49	2/8/23 - Long email following conference with Counsel as to evidence and instructions : 18 minutes Engaged: 2 hours 6 minutes £ 630.00			
50	26 emails out £780.00 £1,470.00			
	<u>Miss Robyn Cunningham</u>			

		VAT	Disbts.	Profit Costs
	Counsel - Call 2014 (Including Clerks)			
	<u>JAK</u>			
	1 long email:			
51	1/8/23 - Long email concerning expert evidence/instructions : 18 minutes			
	Engaged: 18 minutes	£ 90.00		
52	26 emails out	<u>£780.00</u>		
		£870.00		
	<u>Residential Property Tribunal</u>			
	<u>JAK</u>			
	6 long emails:			
53	6/1/23 - Long email providing requested update to FTT : 18 minutes			
54	27/6/23 - Long email concerning expert evidence and issues arising : 18 minutes			
55	6/7/23 - Long email concerning expert evidence and issues arising : 18 minutes			
56	27/7/23 - Long email concerning ongoing issues and listing : 12 minutes			
57	31/7/23 - Long email concerning issues : 24 minutes			
58	11/8/23 - Long email concerning current position and issues arising : 18 minutes			
	Engaged: 1 hour 48 minutes	£540.00		
59	1 telephone call	£30.00		
60	11 emails out	<u>£330.00</u>		
		£900.00		
	<u>Documents</u>			
	See Schedule 3			
61	JAK Engaged: 29 hours 54 minutes	<u>£8,970.00</u>		
62	Total Costs	<u>£16,225.00</u>	3245 00	16225 00
	<u>Miscellaneous Disbursements</u>			

		VAT	Disbts.	Profit Costs
63	Paid various search fees (60% of £43.00 claimed)		25 80	
	Inter Partes Profit Costs limited to 60%:	(3947 00) 2586 60	2815 80	(17005 00) 10203 00
	<u>Part 3 (Work up to 27/02/24)</u>			
	<u>2023</u>			
	<u>28th September</u>			
	NOTICE OF HEARING :			
	Listed for 30-31/01/2024 (video hearing).			
64	Paid Court fee (hearing fee) (60% of £200.00 claimed)		120 00	
	<u>2nd October</u>			
	Applicant files application for permission to rely on evidence from Yussuf Mwanza (Planning Consultant).			
	<u>23rd October</u>			
	Joint inspection.			
	<u>24th October</u>			
	Further directions handed down by the FTT:			
	Before Mark Martin (Case Officer):			
	Given that there is still several weeks before the hearing takes place and given that the planning issues may be crucial to the determination of this case, I make the following Directions:			
	1) Each party may instruct a planning expert dealing with the issues of development value at the property. Those experts should meet to clarify the issues in dispute and matters of agreement by 24/11/2023.			
	2) The experts must exchange expert reports by 15/12/2023.			
	3) Any expert who has provided an expert report should attend the hearing to give oral evidence.			
	<u>2024</u>			
	<u>26th January</u>			
	Respondent files application to adjourn hearing.			

		VAT	Disbts.	Profit Costs
	<u>29th January</u>			
	Applicant files skeleton argument for hearing.			
	<u>30th January</u>			
	JAK			
	First day of hearing.			
65	Engaged : 1 hour <u>£300.00</u>	60 00		300 00
	<u>31st January</u>			
	JAK			
	Second day of hearing.			
66	Engaged discussing claim and noting (pre-hearing discussion with clients) : 1 hour 12 minutes			
67	Engaged at hearing : 6 hours			
68	JAK Engaged: 7 hours 12 minutes (Preparation rate) <u>£2,160.00</u>	432 00		2160 00
	<u>Attendances upon and correspondence with</u>			
	<u>Messrs. Erdem, Galvin, and Galani of 51 Draycott Place</u> Applicants/Clients			
	<u>JAK</u>			
	8 long emails:			
69	8/9/23 - Long email concerning service charges and possible effect on enfranchisement : 12 minutes			
70	13/9/23 - Long email concerning ongoing issues and way forward : 18 minutes			
71	12/12/23 - Long email concerning case review from planning expert and issues arising : 12 minutes			
72	15/1/24 - Long email concerning up coming hearing and preparations : 24 minutes			
73	18/1/24 - Long emails X 2 concerning upcoming hearing, preparations and arrangements for that : 1 hour 36 minutes			
74	23/1/24 - Long email concerning Respondent's email today and issues arising/way forward : 12 minutes			

		VAT	Disbts.	Profit Costs
75	26/1/24 - Long email concerning Respondent's application to adjourn, issues arising and way forward : 18 minutes			
76	30/1/24 - Long email concerning issues and hearing : 18 minutes			
	Engaged: 3 hours 30 minutes	£1,050.00		
77	1 telephone call	£30.00		
78	46 emails out	<u>£1,380.00</u>		
		£2,460.00		
	<u>Mr Angiolini, Director of Tarquin Management Limited/Tarquin Management Limited</u> Respondent			
	<u>JAK</u> 4 long emails:			
79	13/9/23 - Long email concerning ongoing issues and way forward : 18 minutes			
80	23/11/23 - Long email concerning expert evidence/directions : 12 minutes			
81	27/11/23 - Long email concerning expert evidence : 12 minutes			
82	11/1/24 - Long email concerning expert evidence : 12 minutes			
	Engaged: 54 minutes	£270.00		
83	13 emails out	<u>£390.00</u>		
		£660.00		
	<u>Matthew Price of Peter Barry Chartered Surveyors</u> Chartered Surveyor			
	<u>JAK</u> 2 long telephone calls:			
84	3/10/23 - Discussing claim and noting (inspection, experts meeting, issues arising and way forward) : 12 minutes			
85	11/1/24 - Discussing claim and noting (current issues and report preparatory to hearing) : 12 minutes			
	Engaged: 24 minutes	£ 120.00		

		VAT	Disbts.	Profit Costs
86	6 long emails: 11/9/23 - Long email concerning inspection today : 12 minutes			
87	24/10/23 - Long email concerning yesterday's joint inspection and issues arising : 12 minutes			
88	22/11/23 - Long emails X 2 concerning expert evidence/report : 24 minutes			
89	8/1/24 - Long email concerning directions and preparations for hearing : 12 minutes			
90	10/1/24 - Long emails X 2 concerning report and preparations for hearing : 1 hour			
91	11/1/24 - Long email concerning report preparatory to hearing : 12 minutes			
	Engaged: 2 hours 12 minutes £ 660.00			
92	1 telephone call £30.00			
93	19 emails out £570.00 £1,380.00			
94	Paid expert fee (inspection, report and attendance at FTT hearing) (Invoice No: PBSUR17285) (Invoice Date: 06/02/24) (60% of £1,715.00 claimed)	205 80	1029 00	
	<u>Yussuf Mwanza of MZA Planning</u> Planning Consultant			
	<u>JAK</u>			
95	2 long emails: 13/12/23 - Long email concerning report : 24 minutes			
96	14/12/23 - Long email concerning report and corrections : 18 minutes			
	Engaged: 42 minutes £210.00			
97	2 telephone calls £60.00			
98	9 emails out £270.00 £540.00			
99	Paid expert fee (report and attendance at FTT hearing) (Invoice No: 13567) (Invoice Date: 31/01/24) (60% of £600.00 claimed)	72 00	360 00	

		VAT	Disbts.	Profit Costs
	<u>Miss Robyn Cunningham</u> Counsel - Call 2014 (Including Clerks)			
	<u>JAK</u> 1 long telephone call: 16/1/24 - Discussing claim and noting (preparations for hearing) : 18 minutes			
100	Engaged: 18 minutes	£ 90.00		
	2 long emails: 8/1/24 - Long email concerning directions and preparations for hearing : 18 minutes			
101				
	15/1/24 - Long email concerning upcoming hearing and issues : 12 minutes			
102	Engaged: 30 minutes	£150.00		
	5 emails out	<u>£150.00</u>		
103		£390.00		
	<u>Residential Property Tribunal</u>			
	<u>JAK</u> 3 long emails: 2/10/23 - Long email applying for permission to serve and rely on expert report : 18 minutes			
104				
	15/12/23 - Long email concerning expert evidence/directions : 12 minutes			
105				
	29/1/24 - Long email concerning Respondent's application to adjourn hearing : 1 hour			
106	Engaged: 1 hour 30 minutes	£450.00		
	7 emails out	<u>£210.00</u>		
107		£660.00		
	<u>Documents</u> See Schedule 4			
	JAK Engaged: 26 hours 30 minutes	<u>£7,950.00</u>		
108				
	Total Costs	<u>£14,040.00</u>	2808 00	14040 00
109				
	<u>Miscellaneous Disbursements</u>			

		VAT	Disbts.	Profit Costs
110	<p>Paid various search fees and Land Registry fees for titles/leases (60% of £104.00 claimed)</p> <p>Inter Partes Profit Costs limited to £8,750.00</p> <p>Part 4 (Work up to 12/06/24)</p> <p>2024</p> <p>5th March</p> <p>FTT Decision handed down.</p> <p>Summary of the tribunal's decision: The appropriate premium payable for the collective enfranchisement is £23,929 (Twenty-Three Thousand Nine Hundred and Twenty-Nine Pounds).</p> <p>26th March</p> <p>Applicants file application for costs/costs submissions.</p> <p>2nd April</p> <p>Respondent files application to set aside tribunal's decision of 05/03/2024.</p> <p>18th April</p> <p>Respondent files costs submissions.</p> <p>14th May</p> <p>FTT Costs Decision handed down:</p> <p>...</p> <p>23. The Tribunal therefore in considering whether to award costs has considered the following issues, firstly the threats made by the Respondent to pursue a course of action which led to the costs of the litigation increasing for the Applicant, and the cancellation of appointments and the adjournments of the final hearing because of the conduct of the respondent.</p> <p>24. The Tribunal having considered the tests in Willow Court and considers that the respondent acted unreasonably in the way the defence to the proceedings were conducted. The Tribunal has considered the overriding object in this regard. By his words and actions, the respondent did not cooperate with the applicant, and this increased the costs of the litigation in the way in which the respondent threatened to do. As a result, the Tribunal has decided that the respondent has acted</p>	<p></p> <p>(3577 80) 2027 80</p>	<p>62 40 1571 40</p>	<p></p> <p>(16500 00) 8750 00</p>

		VAT	Disbts.	Profit Costs
	<p>unreasonably.</p> <p>25. The Tribunal then considered whether it should use its discretion to award costs. The Tribunal has noted the stated objective of the Respondent in defending the litigation and has balanced this against genuine disputed issues that required determination. It has decided that it is appropriate to make an order for costs against the Respondent, however it has limited the award to 60% of the Applicant's costs together with 60% of the costs of the hearing and application fee.</p> <p><u>Attendances upon and correspondence with</u></p> <p><u>Messrs. Erdem, Galvin, and Galani of 51 Draycott Place</u> Applicants/Clients</p> <p><u>JAK</u> 4 long emails:</p> <p>111 5/3/24 - Long email concerning decision of FTT : 48 minutes</p> <p>112 25/3/24 - Long email concerning costs submissions : 12 minutes</p> <p>113 5/4/24 - Long email concerning premium value/decision of 05/03/2024, and way forward : 24 minutes</p> <p>114 14/5/24 - Long email concerning costs decision : 12 minutes</p> <p>Engaged: 1 hour 36 minutes £ 480.00</p> <p>115 2 telephone calls £60.00</p> <p>116 17 emails out <u>£510.00</u> £1,050.00</p> <p><u>Matthew Price of Peter Barry Chartered Surveyors</u> Chartered Surveyor</p> <p><u>JAK</u> 117 1 email out <u>£30.00</u></p> <p><u>Residential Property Tribunal</u></p> <p><u>JAK</u> 4 long emails:</p> <p>118 3/4/24 - Long email concerning Respondent's application to set aside decision of 05/03/2024 : 36 minutes</p> <p>119 8/4/24 - Long email concerning premium value/decision of 05/03/2024 : 18 minutes</p>			

		VAT	Disbts.	Profit Costs
120	10/4/24 - Long email concerning premium value/decision of 05/03/2024 : 30 minutes			
121	19/4/24 - Long email concerning Respondent's costs submissions - response thereto : 18 minutes			
	Engaged: 1 hour 42 minutes			
	£510.00			
122	9 emails out			
	£270.00			
	£780.00			
	<u>Documents</u>			
	See Schedule 5			
123	JAK Engaged: 12 hours 42 minutes			
	£3,810.00			
124	Total Costs			
	£5,670.00	1134 00		5670 00
	Inter Partes Profit Costs limited to 60%:	(1134 00)		(5670 00)
		680 40		3402 00
	<u>Part 5 - Preparing and Checking Bill of Costs</u>			
	<u>Attendances upon and correspondence with</u>			
	<u>Costs Draftsmen</u>			
	<u>JAK</u>			
	2 long telephone calls:			
125	24/9/24 - Discussing claim and noting (instructions and issues) : 12 minutes			
126	28/10/24 - Discussing claim and noting - via Zoom (instructions and issues) : 30 minutes			
	Engaged: 42 minutes			
	£210.00			
127	11 emails out			
	£330.00			
	£540.00			
	<u>Documents</u>			
128	19/7/24 - Reviewing file as necessary and marshalling documents for costs draftsman (JAK) : 4 hours			
	£1,200.00			
129	Total Costs			
	£1,740.00	348 00		1740 00
	<u>Costs of preparing the bill</u>			

		VAT	Disbts.	Profit Costs
130	Checking and signing bill of costs (JAK) : 42 minutes <u>£210.00</u>	42 00		210 00
131	Fee of Costs Draftsman (17.3 hours)	519 00	2595 00	
		909 00	2595 00	1950 00
	<u>S U M M A R Y</u>			
	Part 1	649 80	19 20	3249 00
	Part 2	2586 60	2815 80	10203 00
	Part 3	2027 80	1571 40	8750 00
	Part 4	680 40		3402 00
	Part 5	909 00	2595 00	1950 00
		6853 60	7001 40	27554 00
	<u>Bill Breakdown</u>			
	Profit Costs 27,554.00			
	VAT thereon 5,510.80			
	Counsel's fees 2,730.00			
	VAT thereon 546.00			
	Expert Fees 1,389.00			
	VAT thereon 277.80			
	Other Disbursements 2,882.40			
	VAT thereon 519.00			
	<u>£41,409.00</u>			
	Court Fee on Assessment £801.00			

Schedule of Work Done

Schedule 1 - Part 1 - Documents

01/06/2022	Reviewing file as necessary and drafting Initial Notice (Collective Enfranchisement) (MD) (e)	1:30
22/07/2022	Reviewing file as necessary, drafting authorities and further working on Initial Notice (Collective Enfranchisement) (MD) (e)	1:00
09/08/2022	Noting that all concerned have given authority to serve the Initial Notice (Collective Enfranchisement) and checking address for service, HM Land Registry entries as necessary and that all is in order for service of the Initial Notice (Collective Enfranchisement) (MD) (e)	1:00
12/08/2022	Considering lengthy email from the Respondent and issues arising, in particular what is said about the offer being 'laughable'; considering way forward in light of all (MD) (e)	0:18
26/08/2022	Considering lengthy email from the Respondent, issues arising and way forward (MD) (e)	0:24
07/09/2022	Considering Respondent's further remarks relating to value (MD) (e)	0:06
14/09/2022	Considering very lengthy email from the Respondent, issues arising and way forward (MD) (e)	0:54
18/09/2022	Considering further lengthy email from the Respondent, issues arising and way forward (MD) (e)	0:30
12/10/2022	Considering return date for counter-notice in light of Respondent's comments concerning this (MD) (e)	0:12
17/10/2022	Reviewing Respondent's counter-notice (MD) (e)	0:24
26/10/2022	Drafting Notice to Deduce Title (MD) (e)	0:12
27/10/2022	Considering further lengthy email from the Respondent, issues arising and way forward (MD) (e)	0:24
28/10/2022	Considering very lengthy email from the Respondent and salient issues arising (MD) (e)	0:30
31/10/2022	Considering further very lengthy email from the Respondent and salient issues arising (MD) (e)	0:30
08/11/2022	Considering further very lengthy email from the Respondent and salient issues arising (MD) (e)	0:30
09/11/2022	Detailed analysis of the Respondent's counter-notice, noting issues and sending lengthy email to clients (no separate claim)	2:00

(MD) (e)

23/11/2022	Considering further lengthy emails (X 2) from the Respondent sent late yesterday evening and salient issues arising (MD) (e)	0:30
24/11/2022	Considering various emails from clients and from Matthew Price, considering issues and way forward (MD) (e)	1:00
30/11/2022	Briefly considering valuation and related issues in light of further email from the Respondent and the issues raised therein (MD) (e)	0:18
01/12/2022	Considering comments of expert and way forward (MD) (e)	0:12
14/12/2022	Considering further very lengthy email from the Respondent and salient issues arising (MD) (e)	0:24
	MD Engaged:	12:48

Schedule 2 - Part 2 - Long Emails to Messrs. Erdem, Galvin, and Galani of 51 Draycott Place by Jason Kallis

22/12/2022	Long email concerning issues and way forward	0:24
04/01/2023	Long email concerning recent developments, issues arising and way forward	0:12
08/02/2023	Long email concerning application, issues arising and way forward	0:36
27/04/2023	Long email concerning issues with Respondent and way forward	0:12
15/06/2023	Long email advising on current position and way forward	0:12
27/06/2023	Long email concerning expert's report	0:18
07/07/2023	Long emails X 2 advising on issues and way forward	0:24
10/07/2023	Long email advising on issues and way forward	0:24
11/07/2023	Long email advising on issues and way forward	0:18
13/07/2023	Long email advising on issues and way forward	0:12
01/08/2023	Long email concerning expert evidence	0:12
02/08/2023	Long emails X 2 concerning advice of Counsel, exchanges with expert and exchanges with Respondent	0:30
24/08/2023	Long email concerning issues and way forward	0:18

JAK Engaged:

4:12

Schedule 3 - Part 2 - Documents

15/12/2022	Briefly considering issues concerning inspection and way forward (JAK)	0:06
16/12/2022	Reading Note of Counsel and preparing for conference today (JAK)	2:00
19/12/2022	Considering current issues concerning inspection and valuation and way forward (JAK)	0:24
22/12/2022	Considering exceptionally lengthy email from the Respondent, salient points/allegations, issues arising and way forward (JAK)	1:00
04/01/2023	Considering availability of Matthew Price regarding inspection and considering arrangements for this, briefly considering recent developments and way forward (JAK)	0:24
05/01/2023	Further briefly considering arrangements for inspection and client instructions (JAK)	0:12
06/01/2023	Reviewing file as necessary, considering current position on all and way forward concerning inspection (JAK)	1:06
10/01/2023	Considering progress as to date for inspection (JAK)	0:06
12/01/2023	Considering progress as to date for inspection (JAK)	0:06
31/01/2023	Noting and considering fee estimate of Counsel and considering what else is required in terms of the application (JAK)	0:12
03/02/2023	Considering Application for Determination of the Terms of Acquisition Remaining in Dispute settled by Counsel, further comments of Counsel, and adding to application (JAK)	0:42
06/02/2023	Considering further updated Application draft from Counsel (JAK)	0:06
09/02/2023	Considering comments and instructions from clients (JAK)	0:18
14/02/2023	Reviewing file as necessary and finalising application with necessary attachments also (JAK)	1:00
20/02/2023	Noting that the FTT is to register the application shortly (JAK)	0:06
21/02/2023	Noting details for payment of court fee (JAK)	0:06
27/02/2023	Arranging payment of court fee, liaising as necessary (JAK)	0:12

07/03/2023	Noting that application has been referred to a procedural judge for directions (JAK)	0:06
21/03/2023	Reviewing file, considering current position and action necessary (30 minutes but moiety to exclude solicitor and client matters) (JAK)	0:12
04/04/2023	Considering arrangements for inspection (JAK)	0:12
05/04/2023	Further considering arrangements for inspection (JAK)	0:06
11/04/2023	Considering recent activities at the property and issues arising (JAK)	0:06
11/04/2023	Reviewing skeleton argument settled by Counsel (JAK)	0:36
12/04/2023	Further reviewing skeleton argument settled by Counsel and making comments (JAK)	0:12
12/04/2023	Considering updated skeleton argument and client instructions on the same (JAK)	0:18
13/04/2023	Reviewing file as necessary and issues arising preparatory to upcoming directions hearing on 17/04/2023 (JAK)	0:24
14/04/2023	Considering arrangements for directions hearing on 17/04/2023 and any action necessary (JAK)	0:18
17/04/2023	Considering outcome of hearing today, note of Counsel, issues arising, way forward in terms of inspection, concerns of clients and way forward on all (JAK)	1:30
20/04/2023	Consideration of outcome of inspection yesterday (JAK)	0:06
27/04/2023	Considering further lengthy correspondence from the Respondent, issues arising, way forward and how best to deal with issues/advise clients (JAK)	0:36
09/05/2023	Considering expert's valuation/comparables and issues arising/to be dealt with (JAK)	0:12
12/05/2023	Briefly considering position regarding expert reports and comments of expert (JAK)	0:12
16/05/2023	Reviewing file as necessary, marshalling availability dates and drafting listing questionnaire (JAK)	0:30
17/05/2023	Considering update from expert and way forward (JAK)	0:06
24/05/2023	Considering various availability dates and updates needed to listing questionnaire (JAK)	0:30
26/05/2023	Amending listing questionnaire for re-filing (JAK)	0:12

28/05/2023	Considering position as to access not being granted by Respondent and way forward (JAK)	0:06
09/06/2023	Reviewing file as necessary and beginning to prepare TR1 (JAK)	0:18
12/06/2023	Reviewing file as necessary and further drafting TR1 (JAK)	0:30
12/06/2023	Reviewing file as necessary prior to sending draft TR1 to clients seeking instructions (JAK)	0:18
13/06/2023	Searching HM Land Registry/titles and liaising with fee earner MD on issues and way forward (JAK)	1:00
15/06/2023	Considering letter from FTT, issues arising and S.24 accordingly (JAK)	0:24
19/06/2023	Reviewing comments of expert and client, issues arising and way forward (JAK)	0:06
21/06/2023	Reviewing position as to expert evidence, issues arising and way forward (JAK)	0:18
26/06/2023	Reviewing expert's draft report (JAK)	0:24
27/06/2023	Reviewing Statement of Agreed Facts (JAK)	0:18
28/06/2023	Considering comments of expert on issues and way forward (JAK)	0:06
05/07/2023	Considering developing and ongoing position regarding inspection and the Respondent, issues arising and way forward (JAK)	0:18
06/07/2023	Briefly considering current position and way forward (JAK)	0:06
07/07/2023	Reviewing file as necessary regarding the Respondent trying to exclude long leaseholders from vaults and areas that should be included in the freehold transfer, considering issues and way forward (JAK)	0:48
10/07/2023	Considering exceptionally long email from the Respondent to the expert (including earlier exchanges), issues arising and way forward (JAK)	2:18
13/07/2023	Reviewing instructions and comments of clients and considering issues/way forward (JAK)	0:18
14/07/2023	Considering comments of expert and way forward (JAK)	0:06
25/07/2023	Reviewing file as necessary, taking stock of current position and considering action necessary prior to writing to FTT (JAK)	0:24

27/07/2023	Reviewing position as to listing of hearing, issues and way forward (JAK)	0:18
31/07/2023	Further reviewing position as to listing of hearing, considering correspondence from the Respondent to the FTT, issues arising and way forward (JAK)	0:36
31/07/2023	Reviewing position as to expert evidence and way forward (JAK)	0:48
31/07/2023	Considering ongoing issues regarding access and way forward (JAK)	0:06
31/07/2023	Considering availability dates of Counsel (JAK)	0:06
02/08/2023	Considering extremely long email from the Respondent and way forward given nature of email and issues arising (JAK)	0:12
02/08/2023	Considering Note of Counsel following telephone advice (JAK)	0:12
02/08/2023	Considering further email from Respondent and issues arising, considering position regarding expert evidence, inspection and access and best way to proceed in light of all (JAK)	0:54
03/08/2023	Considering further email from the Respondent, issues arising and way forward (JAK)	0:12
07/08/2023	Briefly reviewing current position and way forward in light of further email from the Respondent (JAK)	0:06
10/08/2023	Reviewing file as necessary in light of yet another extremely long email from the Respondent and considering best way to proceed in light of all (JAK)	0:18
14/08/2023	Dealing with supplemental listing questionnaire (JAK)	0:30
15/08/2023	Considering report of Yussuf Mwanza (Planning Consultant) (JAK)	0:24
16/08/2023	Considering email from Respondent and ongoing issues regarding access/inspection (JAK)	0:18
21/08/2023	Considering Counsel's availability dates, reviewing file as necessary and considering way forward in view of all (JAK)	0:24
22/08/2023	Considering position regarding proposed striking off of Tarquin Management Ltd (Co. No. 02773300) and way forward, drafting letter to Companies House (no separate claim) (JAK)	0:18
23/08/2023	Considering yet further listing questionnaire for completion, proposed window for hearing and way forward in view of all, in particular further emails from the Respondent today, and ongoing issues with the Respondent/the continuing lack of agreement on issues (JAK)	0:42

24/08/2023	Further reviewing file as necessary, considering current position and way forward in light of all (JAK)	0:12
01/09/2023	Considering arrangements for inspection and difficulties as a result of Respondent's late change of arrangements previously made (JAK)	0:18
04/09/2023	Further considering arrangements for inspection and ongoing difficulties as a result of Respondent's late change of arrangements previously made (JAK)	0:24
JAK Engaged:		29:54

Schedule 4 - Part 3 - Documents

08/09/2023	Noting now that Respondent may not attend inspection at all and considering issues and way forward in light of this (JAK)	0:06
08/09/2023	Reviewing file as necessary, marshalling dates and completing further supplemental listing questionnaire (JAK)	0:30
09/09/2023	Considering position as to inspection on 11/09/23 and briefly reviewing file as necessary accordingly (JAK)	0:12
11/09/2023	Considering ongoing and developing issues regarding inspection throughout day, and considering best way forward in light of all (JAK)	1:30
13/09/2023	Considering way forward in light of all and client instructions on issues (JAK)	0:30
22/09/2023	Noting and considering Respondent's listing questionnaire (JAK)	0:06
23/09/2023	Briefly further considering position regarding inspection and way forward (JAK)	0:12
26/09/2023	Considering another extremely lengthy email from the Respondent and issues arising (JAK)	0:12
28/09/2023	Noting listing of hearing, diarising and arranging payment of hearing fee (JAK)	0:24
02/10/2023	Considering position as to expert evidence and way forward in light of hearing having been listed (JAK)	0:18
03/10/2023	Considering developments regarding inspection and Applicant expert's discussion with Respondent's expert regarding meeting (JAK)	0:12
04/10/2023	Briefly reviewing position as to experts meeting (JAK)	0:06
14/10/2023	Briefly reviewing position as to experts meeting (JAK)	0:06

16/10/2023	Considering ongoing issues regarding inspection and arrangements for this; considering request of FTT that court fee be paid, noting that this has already been paid and determining to write to the FTT with proof of the same (JAK)	0:42
24/10/2023	Considering comments of expert on yesterday's joint inspection and issues arising (JAK)	0:18
22/11/2023	Reviewing file as necessary, considering position regarding planning expert evidence and drafting instructions to planning expert (no separate claim) (JAK)	0:30
27/11/2023	Considering Respondent's apparent position as to expert evidence and way forward in view of all (JAK)	0:30
28/11/2023	Considering fee quote of planning expert and arranging payment (JAK)	0:12
29/11/2023	Reviewing file as necessary, considering position regarding access, vaults and way forward in view of all (JAK)	0:42
30/11/2023	Considering comments of expert on valuation and issues arising (JAK)	0:06
06/12/2023	Reviewing file as necessary, considering position as to expert evidence and impact on issues and way forward (JAK)	0:30
11/12/2023	Briefly considering case review from planning expert (JAK)	0:06
12/12/2023	Further reviewing case review from planning expert and issues arising (JAK)	0:12
13/12/2023	Reviewing file as necessary, considering current position regarding expert evidence, way forward and issues to be dealt with (JAK)	0:30
14/12/2023	Reviewing report of planning consultant and subsequent client instructions on this (JAK)	0:24
15/12/2023	Considering updated report from planning consultant and reviewing current directions and way forward (JAK)	0:12
08/01/2024	Considering directions and reviewing file as necessary to ensure compliance and what is necessary going forward (JAK)	0:54
09/01/2024	Considering fee estimate from Counsel's clerk (JAK)	0:24
10/01/2024	Reviewing file as necessary, considering current position and action necessary preparatory to upcoming hearing (JAK)	0:30
11/01/2024	Briefly considering arrangements for pre-hearing conference (JAK)	0:06

11/01/2024	Reviewing draft report of Matthew Price (JAK)	0:12
11/01/2024	Reviewing file as necessary, considering drawings and planning applications (JAK)	0:36
11/01/2024	Considering position as to Respondent's expert evidence, relative recent silence on that score and way forward in view of all (JAK)	0:24
12/01/2024	Considering updated report from Matthew Price (JAK)	0:12
12/01/2024	Considering and noting instructions of clients (JAK)	0:12
12/01/2024	Reviewing file as necessary and beginning drafting of hearing bundle index and marshalling documents for hearing bundle (JAK)	2:00
15/01/2024	Reviewing file as necessary, considering updated fee estimate of Counsel, considering actions necessary pursuant to upcoming hearing and amending draft hearing bundle index (JAK)	1:00
16/01/2024	Considering comments of Matthew Price on expert evidence (JAK)	0:06
16/01/2024	Reviewing file as necessary preparatory to upcoming hearing, to include updating bundle for filing (JAK)	2:30
17/01/2024	Considering recent email from Respondent to clients and impact on upcoming hearing, drafting email to clients accordingly (no separate charge) (JAK)	0:18
23/01/2024	Considering Respondent's representations as to adjournment of hearing, issues arising and way forward (JAK)	0:36
25/01/2024	Noting FTT arrangements for upcoming hearing and considering/dealing with issues surrounding this (links being sent to all personnel etc.) (JAK)	0:18
26/01/2024	Considering Respondent's application to adjourn, issues arising and way forward (JAK)	0:54
29/01/2024	Reviewing file as necessary and drafting skeleton argument for hearing (JAK)	4:30
30/01/2024	Final preparations for hearing commencing today (JAK)	1:30
JAK Engaged:		26:30

Schedule 5 - Part 4 - Documents

05/03/2024	Considering decision of FTT (JAK)	0:42
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Jason Kallis

From: Tarquin Management <tarquin.management@gmail.com>
Sent: 11 December 2024 16:21
To: Jason Kallis
Subject: Bill of costs response

Dear Mr Kallis,

I have not been in touch recently as I kept waiting to get some input from Mr Angiolini about the entire litigation.

Unfortunately improvement has been slow and his treating psychiatrist kept postponing his return to work. So far, it has not been possible to get any feedback from him because of this. He has a further review tomorrow and I am hoping he will be able to discuss matters thereafter.

Would you please consider agreeing to extend the time to answer your bill of costs by a few days from 16 December to 20 December so that our costs draughtsman can be fully briefed before responding? Ideally, given the holiday season, I would ask till the first week in January, but even just the end of next week would be most helpful.

Let me know if that is acceptable.

Regards

Davy Thielens
for and on behalf of Tarquin Management Ltd



Jason Kallis

From: Jason Kallis
Sent: 12 December 2024 10:00
To: 'Tarquin Management'
Subject: RE: Bill of costs response

Mario / Davy

You can have until 11am on 20th December 2024.

Please do respond, as historically we've agreed things such as this and an application to extend has been made or similar. The cost of this process is also claimable and we'd hope to avoid that.

Regards
Jason

From: Tarquin Management
Sent: Wednesday, December 11, 2024 4:21 PM
To: Jason Kallis
Subject: Bill of costs response

Dear Mr Kallis,

I have not been in touch recently as I kept waiting to get some input from Mr Angiolini about the entire litigation.

Unfortunately improvement has been slow and his treating psychiatrist kept postponing his return to work. So far, it has not been possible to get any feedback from him because of this. He has a further review tomorrow and I am hoping he will be able to discuss matters thereafter.

Would you please consider agreeing to extend the time to answer your bill of costs by a few days from 16 December to 20 December so that our costs draughtsman can be fully briefed before responding? Ideally, given the holiday season, I would ask till the first week in January, but even just the end of next week would be most helpful.

Let me know if that is acceptable.

Regards

Davy Thielens
for and on behalf of Tarquin Management Ltd

Request for a Default Costs Certificate

[Click here to clear all fields](#)

Applicants

Respondent

Name of court FIRST-TIER TRIBUNAL, PROPERTY CHAMBER (RESIDENTIAL PROPERTY)	
Claim no.	LON/00AW/OCE/0030
Fee Account no.	
Claimant (include Ref.)	Mr Bahadir Erdem, Mr Dominic Galvin, and Mr John Calani (51DR001/001/JKA)
Defendant (include Ref.)	Tarquin Management Limited (TBA)

I certify that (1) notice of commencement (2) the bill of costs and (3) a copy of the document giving the right to detailed assessment, were served on the paying party Tarquin Management Limited (the Respondent) (and give details of any other party served with the notice)

on 19 November 2024 (insert date)

Copies of (1) and (3) are attached.

I also certify that I have not received any points of dispute and that the time for receiving them has now elapsed.

I now request the court to issue a certificate for the amount of the bill of costs plus such fixed costs and court fees as are appropriate in this case.

Signed  Jason Kallis
Applicants' ~~claimant~~ (s legal representative)

Date 7 January 2025

The court office at the First-Tier Tribunal Property Chamber (Residential Property)

is open between 10 am and 4 pm Monday to Friday. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number.

N254 Request for a Default Costs Certificate (05,14)

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Default Costs Certificate

Jason Kallis
Merali Beedle
58-60 Kensington Church Street
London
W8 4DB

In the County Court at
Central London

Claim Number	L10CL472
Defendant (including ref.)	Tarquin Management Limited
Claimant (including ref.)	51 Draycourt Place Freehold Limited LON/00AW/OCE/0030
Date	17 January 2025



As you have not raised any points of dispute on the claimant's bill of costs, the costs of the claim have been allowed and the total sum of £41,409.00 is now payable.

You must pay this amount to the claimant within 14 days from the date of this order.

The date from which any entitlement to interest under this certificate is to run is :-

1. as to the amount of the bill as assessed excluding the costs of assessment, 17 January 2025
2. and as to £158.00 being the fixed costs of assessment, the date of this certificate.

To the defendant

Take Notice

If you do not pay in accordance with this order your goods may be removed and sold or other enforcement proceedings may be taken against you. If your circumstances change and you cannot pay, ask at the court office what you can do.

Further interest may be added if judgment has been given for £5000 or more or is in respect of a debt which attracts contractual or statutory interest for late payment.

Address for Payment

Jason Kallis
Merali Beedle
58-60 Kensington Church Street
London
W8 4DB

If you do not pay as ordered, this judgment may be registered on the Register of Judgments, Orders and Fines. This may make it difficult for you to get credit.

If you pay in full within one month you can ask the court to cancel the entry on the Register. You will need to give proof of payment. You can (for a fee) also obtain a Certificate of Cancellation from the court. If you pay the debt in full after one month you can ask the court to mark the entry on the Register as satisfied and (for a fee) obtain a Certificate of Satisfaction to prove that the debt has been paid.

How to Pay

- Payment(s) must be made to the person named at the address for payment quoting their reference and the court case number.
- DO NOT bring or send payments to the court - they will not be accepted
- You should allow at least 4 days for your payment to reach the claimant (defendant) or his representative.
- Make sure that you keep records and can account for all payments made. Proof may be required if there is any disagreement. It is not safe to send cash unless you use registered post.
- A leaflet giving further advice about payment can be obtained from the court.
- If you need more information you should contact the claimant (defendant) or his representative.

The court office at the County Court at Central London, Thomas More Building, Royal Courts Of Justice, Strand, London, WC2A 2LL. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number. Tel: 0300 123 5577. Check if you can issue your claim online. It will save you time and money. Go to www.moneyclaim.gov.uk to find out more.

06/03/2024	Considering comments of clients on decision of FTT and issues arising (JAK)	0:12
20/03/2024	Considering matters to be dealt with following decision of FTT and liaising with fee earner MD accordingly (JAK)	0:30
22/03/2024	Reviewing file as necessary and drafting costs submissions (JAK)	3:24
24/03/2024	Noting comments of clients on costs submissions (JAK)	0:12
26/03/2024	Adding to and finalising costs submissions (JAK)	2:18
27/03/2024	Noting acknowledgement of costs application/submissions (JAK)	0:06
27/03/2024	Reviewing file as necessary concerning valuations in support of costs application (JAK)	0:30
02/04/2024	Considering Respondent's application to set aside decision of 05/03/2024 (JAK)	0:48
02/04/2024	Considering client instructions on Respondent's application to set aside decision of 05/03/2024 (JAK)	0:12
04/04/2024	Considering premium value/decision of 05/03/2024, issues arising and way forward (JAK)	0:06
10/04/2024	Considering issues of premium value/decision of 05/03/2024 and way forward, liaising with fee earner MD accordingly (JAK)	0:30
16/04/2024	Considering Respondent's request for more time to respond to costs application (JAK)	0:06
18/04/2024	Briefly considering Respondent's (very lengthy - 10 pages) costs submissions (JAK)	0:12
19/04/2024	Considering identity of Davy Thielens and issues arising (JAK)	0:06
19/04/2024	Further considering Respondent's (very lengthy - 10 pages) costs submissions, to include considering further lengthy submissions from the Respondent by email today, and reviewing file as necessary accordingly pursuant to responding (JAK)	1:42
29/04/2024	Briefly considering position as to decision and costs application and way forward (JAK)	0:06
07/05/2024	Noting that the costs application will be dealt with 'on the papers' (JAK)	0:06
10/05/2024	Considering Respondent's further lengthy email to the FTT on issues and considering way forward (JAK)	0:12

13/05/2024	Considering Respondent's further lengthy email to the FTT on issues and considering way forward (JAK)	0:12
14/05/2024	Considering costs decision (JAK)	0:30
	JAK Engaged:	12:42

I certify that:

- ☒ The bill is both accurate and complete
- ☒ The costs claimed herein do not exceed the costs which the receiving party is required to pay me/my firm
- ☒ No rulings have been made in this case which affect my/the receiving party's entitlement (if any) to interest on costs
- or**
- ☐ The only rulings in this case as to interest are as follows:
-

- ☒ No payments have been made by any paying party on account of costs included in the bill
- or**
- ☐ The following payments have been made on account of costs included in this bill of costs
-

All disbursements listed in this bill which individually do not exceed £500 (other than those relating to Counsel's fees and the fee of the costs draftsman for drafting the bill of costs) have been duly discharged.

With reference to the pending assessment of the applicants' costs and disbursements herein which are payable by the respondent we the undersigned solicitors to the applicants hereby certify that the applicants on the basis of their last completed VAT return(s) would not be entitled to recover Value Added Tax on such costs and disbursements, as input tax pursuant to the Value Added Tax Act 1994.

Signed

Jason Aris Kallis

Consultant in the firm of Merali Beedle Limited t/a Merali Beedle and Conducting Solicitor.

VAT REG No: 195 7895 31

Case No: LON/00AW/OCE/0030

FIRST-TIER TRIBUNAL, PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

IN THE MATTER OF PROPERTY AT 51 DRAYCOTT
PLACE, LONDON, SW3 3DD

Mr Bahadır Erdem, Mr Dominic
Galvin, and Mr John Calani

Applicants

and

Tarquin Management Limited

Respondent

Bill of Costs of the Applicants

Merali Beedle Limited t/a Merali Beedle
Vicarage House
58-60 Kensington Church Street
London
W8 4DB

Tel: 020 7368 3325

Ref: 51DR001/001/JKA

Merali Beedle
Vicarage House
58-60 Kensington Church Street
London

W8 4DB
Mr Jason Kallis

Professional Fees of: Miss Robyn Cunningham

VAT Registration No: 355 0730 13
Bar Council No:
Date of Call: 24/07/2014

Sol's Ref:

Our Ref: 212736

**TARQUIN MANAGEMENT CO. LTD -V- (1) KAROLINA GHOLAM (2) DOMINIC GALVIN (3)
BAHADIR/PINAR/SIBEL ERDEM - 51 DRAYCOTT, LONDON, SW3 3DB**

Court: First Tier Tribunal (Property Chamber)
Court Ref No: LON/00AW/LSC/2022/0340,
LON/00AW/OCE/2023/0030,
LON/00AW/LBC/2022/0076, LON/00AW/LBC/2022/0081
Case Type: Landlord & Tenant

Date: 17/11/2023

Funding Type: Private

Date	Description	Amount	Vat%	Vat
16/12/2022	Advising in conference	£1,000.00	20.0%	£200.00
01/02/2023	PAYMENT RECEIVED WITH THANKS (BFA), Ref: BACS. Invoice No 54185RLC368, Date And Tax Point: 01/02/2023	£-1,000.00	20.0%	£-200.00
03/02/2023	Settling Application	£750.00	20.0%	£150.00
13/02/2023	PAYMENT RECEIVED WITH THANKS, Ref: BACS. Invoice No 54407RLC375, Date And Tax Point: 13/02/2023	£-750.00	20.0%	£-150.00
30/03/2023	Video Conference	£500.00	20.0%	£100.00
03/04/2023	PAYMENT RECEIVED WITH THANKS, Ref: BACS. Invoice No 55346RLC411, Date And Tax Point: 03/04/2023	£-500.00	20.0%	£-100.00
17/04/2023	Brief on Hearing	£2,000.00	20.0%	£400.00
24/08/2023	Advice by telephone on 2nd of August 2023 and follow up email note	£300.00	20.0%	£60.00

VAT SUMMARY		Total Fees	£2,300.00
20.0% (FEE) Amount: £4,550.00, VAT: £910.00		Total VAT	£460.00
		Total Due	£2,760.00

Fees are payable within 30 days of the date of the first fee note

PLEASE MAKE PAYMENTS BY BACS

PLEASE SEND REMITTANCE ADVICE TO: napplebee@tanfieldchambers.co.uk QUOTING OUR REFERENCE NUMBER

** VALID ONLY WHEN RECEIPTED - THIS IS NOT A TAX INVOICE **

Previously rendered on 26/04/2023, 26/05/2023, 16/06/2023, 18/07/2023, 24/08/2023, 25/09/2023, 17/10/2023 Printed on 17/11/2023 by: Nicola Applebee

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Barristers regulated by the Bar Standards Board

Merali Beedle
Vicarage House
58-60 Kensington Church Street
London

W8 4DB
Mr Jason Kallis

RECEIPT & VAT INVOICE

Professional Fees of:
Miss Robyn Cunningham

VAT Registration No: 355 0730 13
Bar Council No:

Sol's Ref:

Our Ref: **212736**

**TARQUIN MANAGEMENT CO. LTD -V- (1) KAROLINA GHOLAM (2) DOMINIC GALVIN (3)
BAHADIR/PINAR/SIBEL ERDEM - 51 DRAYCOTT, LONDON, SW3 3DB**

Court: First Tier Tribunal (Property Chamber)
Court Ref No: LON/00AW/LSC/2022/0340,
LON/00AW/OCE/2023/0030,
LON/00AW/LBC/2022/0076, LON/00AW/LBC/2022/0081
Case Type: Landlord & Tenant

Date: 20/11/2023

Funding Type: Private

Date	Description	Amount	Vat%	Vat
17/04/2023	Brief on Hearing	£2,000.00	20.0%	£400.00
24/08/2023	Advice by telephone on 2nd of August 2023 and follow up email note	£300.00	20.0%	£60.00
20/11/2023	PAYMENT RECEIVED WITH THANKS (BFA), Ref: BACS	£-2,300.00	20.0%	£-460.00

Invoice No: 59391RLC529

Date & Tax Point: 20/11/2023

Received with thanks payment(s) of £2,760.00 (incl VAT of £460.00)

PLEASE QUOTE OUR REFERENCE NO. ON ALL CORRESPONDENCE
Printed on 20/11/2023 by: Nicola Applebee

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Barristers regulated by the Bar Standards Board

INVOICE

Invoice Number	Invoice Date	Payment Terms
PBSUR17285	06 Feb 2024	Payment due upon receipt
Surveyor	Our Reference	VAT Number
Matthew Price	L11486	214 662 816
Property:	51 Draycott Place, SW3 3DB	

John Galani and Karolina Galani
51 Draycott Place
London
SW3 3DB

Quantity	Description	Unit Price	Amount
7	Inspection of property, Expert Report and FTT attendance	£245.00	£1,715.00
	Total Value		£1,715.00
	VAT Total @ 20%		£343.00
	Total Amount Due		£2,058.00

Payment Methods

1. To pay by online remit to Sort Code 20-29-81, A/c No 53384934. Please use reference: **PBSUR17285**
2. Send a cheque made payable to Peter Barry Surveyors Limited to Administration Office, Patman House, 23-27 Electric Parade, George Lane, South Woodford, London E18 2LS

51 Draycott Place, Chelsea, London SW3 3DB

Billed To
Matthew Price
51 Draycott Place,
Chelsea,
London SW3 3DB

Payment Method:
Lloyds
Account: 17552260
Sort Code: 30-93-79

Invoice No: 13567 31 Jan 2024

Due by 7 Feb 2024

Town Planning Consultancy Fee - Online Hearing - Service

Item	Subtotal
Attendance of Online Hearing	£600.00

Subtotal £600.00

VAT No. 152 5122 45 • VAT 20% £120.00

Invoice Total due by 7 Feb 2024 £720.00



TAX INVOICE

Jason Kallis
Merali Beedle Limited t/a Merali Beedle
Vicarage House
58-60 Kensington Church Street
London
W8 4DB
GBR

Invoice Date and Tax Point
13 Nov 2024

Invoice Number
INV-WMW/GWSC/0517

Your Reference/Case Name
51DR001/001/JKA (51 Draycott Place)

GWS Costs
68 Clarendon Drive
London
SW15 1AH
T: 020 3617 1904
F: 020 7681 3202
E: info@gws-costs.co.uk

VAT Number
888 3120 01

Description	Hours	Hourly Rate	VAT	Amount GBP
WMW/GWSC/19/07/24/DRAYCOTT				
For all work done to date, to reviewing instructing solicitor's papers and drafting formal bill of costs for service with all supporting documents. To include all necessary communications to date.	17.30	150.00	20%	2,595.00
Subtotal				2,595.00
Total VAT 20%				519.00
Invoice Total GBP				3,114.00
Total Net Payments GBP				0.00
Amount Due GBP				3,114.00

Due Date: 13 Dec 2024

GWS Costs is a trading name of the Gibbs Wyatt Stone Partnership

Ways to pay invoice:

- By Payment Into Our Bank Account:**
Bank Account Name: Gibbs Wyatt Stone
Bank Account Number: 00000391
Bank Sort Code: 77-72-03
Bank: TSB SCCC
IBAN: GB21TSBS77720300000391
BIC: TSBGGB2AXXX

- By Cheque:**
Please make all cheques payable to **GIBBS WYATT STONE** and send to:
GWS Costs, 68 Clarendon Drive, London, SW15 1AH

PLEASE QUOTE INVOICE NUMBER **INV-WMW/GWSC/0517** WHEN MAKING PAYMENT SO THAT WE CAN ALLOCATE YOUR PAYMENT CORRECTLY

For enquiries, please contact: T: 020 3617 1904 F: 020 7681 3202 E: info@gws-costs.co.uk