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RESIDENTIAL PROPERTY TRIBUNAL
LEASEHOLD VALUATION TRIBUNAL

Case Reference: LVT/0029/12/25 and LVT/0030/12/25

In the matter of: 62 Landmark Place, Churchill Way, Cardiff, CF10 1HR

Applicants: **Nickolas Raymond Merritt and Emma Rosemary Merritt**

Respondents: **Lancashire County Council and Twinleaf GR Limited**

Tribunal: **Judge Shepherd**
Andrew Lewis FRICS – Surveyor Member
Carole Thomas – Lay Member

Decision on the papers

1. The Tribunal convened on 10th September 2026 to consider this application which related to the terms of a lease extension and the costs of that application. We were given a list of issues to resolve. We were surprised that the parties had not made more progress in resolving these issues themselves as some of the issues were of relatively low importance in our view. Below are listed the issues and our decision (in bold type) on each.

Draft Lease

• Removal of Intermediate Landlord as a party to the new Lease

The intermediate landlord does not need to be a party to the lease. By operation of law there is a surrender and regrant of the intermediate lease.

• Clause 1.1 Definition of "Lessor"

The definition in the existing lease is perfectly adequate

• Clause 1.1 Definition of "Development"

The definition in the existing lease is perfectly adequate

• Clause 1.1 Definition "insertion of Twinleaf"

Remove

• Clause 1.11 Definition of the expression of "Superior Landlord"

Remove

• Clause 2.1 Insertion of Premium receipt being acknowledged by Superior Landlord and insertion of wording into clause 2.1(c) and clause 2.1(e)

As per Claimant's version

• Deletion of clause 8

As per Claimant's version

• Deletion of clause 9

As per Claimant's version

• Deletion of Schedule 1, clause 3 and replacement of working in clause 3.1 and 3.7 of Schedule 1

As per Claimant's version

The First Respondent's section 60 costs claimed for the first section 42 notice dated 31 July 2024 and the second section 42 notice dated 2 June 2025

2. We found the costs claimed by the First Respondent to be vastly disproportionate in the circumstances of the case. The sums sought eclipsed the costs claimed in many lease extension cases in London. We consider that at most the First Respondent should have incurred costs of £2500 plus disbursements and VAT. This was a straightforward lease extension case albeit that it was arguable that the first notice was invalid. The work on the first notice did not need to be repeated. Furthermore, section 60(5) of the Leasehold Reform Housing and Urban Development Act 1993 provides that a lessee shall not be liable for any costs before the appropriate tribunal. Accordingly, we determine that £2500 plus disbursements and VAT is the appropriate sum pursuant to s.60 of the Act.

Dated this 14th day of October 2026

Judge Shepherd