



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

**Case Reference** : **LON/00AW/LDC/2019/0049**

**Property** : **5-9 Lamont Road,  
London SW10 0HP**

**Applicant** : **Victoria Court (Southport) Limited**

**Representative** : **Melissa Brindell  
(D&G Block Management Ltd.)**

**Respondents** : **The leaseholders of  
5-9 Lamont Road**

**Representative** : **None**

**Type of Application** : **S20ZA of the Landlord and Tenant  
Act 1985 - dispensation of  
consultation requirements**

**Tribunal** : **Mr. N. Martindale**

**Date and venue of  
Hearing** : **10 Alfred Place, London WC1E 7LR**

**Date of Decision** : **29 May 2019**

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**DECISION**

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**Decision**

1. The Tribunal grants dispensation from the requirements on the Applicant to consult the Respondents under S.20ZA of the Landlord and Tenant Act 1985, in respect of the application.

**Background**

2. The applicant, has through its agent D&G Block Management, applied to the Tribunal under S20ZA of the Landlord and Tenant Act 1985 (“the Act”) for the dispensation from all or any of the consultation requirements contained in S20 of the Act.
3. The application was dated 22 March 2019 and fee payment, acknowledged in a letter dated 27 March 2019 to the agent. The proposal is for the inclusion within a substantial ongoing scheme of works to the exterior of the property, of additional works to the roof/ wall. The nature and full extent of such additional works only being apparent on a close inspection, which had been enabled after installation of scaffold.

**Directions**

4. Directions dated 26 March 2019 were issued by the Tribunal without any oral hearing. They provided for the Tribunal to determine the applications during the week commencing 27 May 2019 and that if an oral hearing were requested by a party, it take place on 29 May 2019. They provided that the applicant must immediately send to each leaseholder copies of the application and directions whilst displaying a copy of same in a prominent position in the common parts of the property. Confirmation to the Tribunal, of compliance by the applicant, was required by 5 April 2019.
5. Any leaseholders who opposed the application had, by 19 April 2019 to notify the Tribunal with any statement and supporting documentation. The respondent leaseholders of were those set out in the schedule to the application.

**Applicants Case**

6. The property appears to be a block of 8 flats A-H at 5-6 Lamont Road. A copy lease dated 28 March 1999 for flat H, was provided by the applicant as representative of all others. There being no evidence to the contrary, the Tribunal assumed that all the residential leases are in essentially the same form.

7. The application was marked 'fast track' at box 10, and that: *"Works already instructed to proceed with further cornice repairs at additional expense as the cornice is causing severe leaks into flats. This is in addition to existing external major works contract, which has mostly been completed apart from minor redecoration works."*
8. The application stated at box 7 that the application concerned qualifying works and that these had been carried out. Further details included: *"External major works have mostly been completed with the exception of minor redecoration and snagging works which are in the process of being carried out. The external major works project commenced 10 September 2018. During the course of the external works project it became apparent that the cornice to the building was in far worse condition than originally thought and therefore required additional repair beyond the amount originally budgeted for this particular work. This is due to the cornice only being accessible via scaffold; it was not possible to properly assess the state of the cornice until the scaffold was erected around the building and the surface of the render removed in preparation for repair. Taking back the render serving the parapet wall above the cornice detail identified the condition of the brickwork, due to a substantial volume of moisture being retained in the structure. As the cornice area was causing severe water leaks into flat, the cornice had to be properly repaired as a priority. The leaseholders indicated they wished to see the additional cornice repairs added to the current scope of works whilst the contractors are onsite, rather than splitting out and postponing any minor, ground level or other works for another project in future. Furthermore the leaseholders advised they would be willing to pay their share of the cost of the additional repairs, which they have since done so, and the additional cornice repairs have been carried out."*
9. The application was stated to be made *"Due to the additional cornice repairs, the total contract sum now exceeds the amount originally detailed on the Notice of Estimates served to lessees 23 May 2017."*
10. The applicant's agent confirmed by a letter dated 2 April 2019 to the Tribunal, that all leaseholders had been informed of the application and invited to make representation if they objected.
11. The Tribunal did not receive any objections from any of the respondents.
12. The applicant had requested a paper determination. No application had been made for on behalf of any of the respondents for an oral hearing. This matter was therefore determined by the Tribunal by way of a paper hearing which took place on 29 May 2019. A decision was made the same day.

13. The Tribunal did not consider that an inspection of the property would be of assistance and would be a disproportionate burden on the public purse.

## **Respondents Case**

14. The Tribunal did not receive representations or objections from any of the Respondents.

## **The Law**

15. S.18 (1) of the Act provides that a service charge is an amount payable by a tenant of a dwelling as part of or in addition to the rent, which is payable for services, repairs, maintenance, improvements or insurance or landlord's costs of management, and the whole or part of which varies or may vary according to the costs incurred by the landlord. S.20 provides for the limitation of service charges in the event that the statutory consultation requirements are not met. The consultation requirements apply where the works are qualifying works (as in this case) and only £250 can be recovered from a tenant in respect of such works unless the consultation requirements have either been complied with or dispensed with.

16. Dispensation is dealt with by S.20 ZA of the Act which provides:-  
**“Where an application is made to a leasehold valuation tribunal for a determination to dispense with all or any of the consultation requirements in relation to any qualifying works or qualifying long term agreement, the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements.”**

17. The consultation requirements for qualifying works under qualifying long term agreements are set out in Schedule 3 of the Service Charges (Consultation Requirements) (England) Regulations 2003 as follows:-

**1(1) The landlord shall give notice in writing of his intention to carry out qualifying works –**

- (a) to each tenant; and**
- (b) where a recognised tenants' association represents some or all of the tenants, to the association.**

**(2) The notice shall –**

- (a) describe, in general terms, the works proposed to be carried out or specify the place and hours at which a description of the proposed works may be inspected;**

- (b) state the landlord's reasons for considering it necessary to carry out the proposed works;**
- (c) contain a statement of the total amount of the expenditure estimated by the landlord as likely to be incurred by him on and in connection with the proposed works;**
- (d) invite the making, in writing, of observations in relation to the proposed works or the landlord's estimated expenditure**
- (e) specify-**
  - (i) the address to which such observations may be sent;**
  - (ii) that they must be delivered within the relevant period; and**
  - (iii) the period on which the relevant period ends.**

**2(1) where a notice under paragraph 1 specifies a place and hours for inspection-**

- (a) the place and hours so specified must be reasonable; and**
- (b) a description of the proposed works must be available for inspection, free of charge, at that place and during those hours.**

**(2) If facilities to enable copies to be taken are not made available at the times at which the description may be inspected, the landlord shall provide to any tenant, on request and free of charge, a copy of the description.**

**3. Where, within the relevant period, observations are made in relation to the proposed works or the landlord's estimated expenditure by any tenant or the recognised tenants' association, the landlord shall have regard to those observations.**

**4. Where the landlord receives observations to which (in accordance with paragraph 3) he is required to have regard, he shall, within 21 days of their receipt, by notice in writing to the person by whom the observations were made state his response to the observations.**

### **Tribunal's Determination**

- 18. The scheme of the provisions is designed to protect the interests of tenants, and whether it is reasonable to dispense with any particular requirements in an individual case must be considered in relation to the scheme of the provisions and its purpose.
- 19. The Tribunal must have a cogent reason for dispensing with the consultation requirements, the purpose of which is that leaseholders who may ultimately pay the bill are fully aware of what works are being proposed, the cost thereof and have the opportunity to nominate contractors.

20. No evidence has been produced that any of the respondents have challenged the consultation process and no written submissions have been received.
21. The additional works for roof/ wall have been considered by the Tribunal.
22. On that basis, the Tribunal is satisfied that it is reasonable to dispense with requirements and determines that those parts of the consultation process under the Act as set out in The Service Charges (Consultation Requirements) (England) Regulations 2003 which have not been complied with may be dispensed with on both applications.
- 23. It should be noted that in making its determination of this application, it does not concern the issue of whether any service charge costs are reasonable or indeed payable by the leaseholders. The Tribunal's determination is limited to this application for dispensation of consultation requirements under S20ZA of the Act.**

**N Martindale**

**29 May 2019**