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

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| **Case Reference** | **:** | **MAN/00CG/LDC/2019/0020** |
| **Property** | **:** | **34-52 Bradley Street, Sheffield, S10 1PB** |
| **Applicant** | **:** | **Places for People Homes Limited** |
| **Representative** | **:** | **Womble Bond Dickinson** |
| **Respondents** | **:** | **C Cullen, L Barkworth-Short, F Andrews, E Yates, A Goodrick, R Goodrick, A Sanderson, J Ward, P Wood, C Stone, J Wilson** |
| **Representative** | **:** | **Mr W Cullen** |
| **Type of Application** | **:** | **Landlord & Tenant Act 1985 – Section 20ZA** |
| **Tribunal members** | **:** | **Judge M Simpson**<br>**Regional Valuer N Walsh** |
| **Date of Decision** | **:** | **15 December 2020** |

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**DECISION**

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Determination;

1. That the Applicant, Places for People Ltd, is granted dispensation from the limitation on service charges arising from its failure to consult, pursuant to Section 20 Landlord & Tenant Act 1985 in respect of the works to the rear boundary retaining wall.
2. The dispensation is conditional upon the Applicant complying with the following terms:

(1) That none of the costs of the Applicant of or in connection with this application shall be charged to the Respondents, or any tenant of 34-52 Bradley Street.

(2) That the Applicant pays, within 21 days of the publication of this determination, a contribution to the Respondents' costs in the Summarily assessed sum of £11,077.28

3. Notwithstanding 2.(1) above, and so far as it may be necessary, we grant the Respondents' application under Section 20C of Landlord & Tenant Act 1985 for a declaration that none of the Applicants costs of, or in connection with this application shall be regarded as relevant costs for any service charge calculations.

Application.

1. By an Application lodged with the Tribunal on 7th May 2019, Places for People Ltd ("Places") sought dispensation under section 20ZA of Landlord & Tenant Act 1985 in respect of its failure to follow the consultation procedure required by Section 20, in respect of qualifying works to the rear boundary retaining wall at 34-52 Bradley Street. The failure to consult was admitted and is not in issue.

Background.

2. Places is the landlord of a block of 10 dwellings built in the late 1990's and let to the Respondents on shared ownership leases. The site is accessed from Bradley Street. The rear boundary is a high old stone wall with stone and brick buttresses which retains the land of properties to the rear in Aldred road.
3. In late 2015 one of the buttresses collapsed and part of the communal parking area was cordoned off. The wall had been the subject of a survey by Eastwood and Partners Consulting Engineers, at the behest of Places, in June of 2015. We have seen that report.
4. The Applicant's version of the Chronology (taken from counsel's skeleton argument) is:-

a. In or around 17 June 2015, Eastwood and Partners provided a report on the wall, after carrying out a survey on 3 June 2015 (the "Eastwood Report"). The Eastwood Report identified the need for some repair work **[612]**;

b. In December 2015, the wall partially collapsed (w/s Carruthers para 6 **[603]**);

c. By email dated 11 March 2016, Mr Jim Slack of Eastwood stated that, following the partial collapse, further work would be necessary to repair the wall **[627]**;

d. In or around 24 August 2017, RMG were served with a Dangerous Structures Notice by Sheffield City Council **[88]** and **[629]**;

e. In or around September 2017, the drilling works (suggested by Mr Slack of Eastwood) were carried out (w/s Carruthers para 10 **[603]** KC45 **[631]**);

f. Following the drilling works, Eastwood prepared a Demolition and Repair Specification (the "Specification") and a Design Risk Assessment, both dated 19 September 2017, detailing works that were required to put the wall back into a state of repair **[634]** and **[653]**;

g. Applicant urgently sought quotes from four contractors based on the Specification, two of whom responded: PTS Limited and FSH Group:

5. That chronology accurately reflects the basic timings, but there is also a background, evidenced by the Respondents, as to the management of the events set out in the chronology and, it has to be said, the mistrust of Places, by some at least of the Respondents, engendered by that management. For example the tardiness, even reluctance, with which Places has revealed documentation has bred mistrust. The Respondents take exception to the description of "the wall" having collapsed, when it was the buttresses. None of the personnel in post at the relevant times are now available to give an account of their actions, and it has fallen to Ms Carruthers to give evidence culled from records but not born of first-hand knowledge.

6. Places have employed a professional manager, Residential Management Group Ltd ("RMG"), to manage the development and the shared ownership leases. It is apparent that the communication between places and RMG caused problems at times. Not least in respect of who, if anyone, was to deal with S20 consultation, as, for example referred to in the 'time line' set out in the letter of 25th September 2017 from Mr. Price of RMG to Mr. Goodrick of No.42, referring to a S20 consultation having taken place in July 2016, which, it is now conceded, was non-existent.
7. In the light of *Daejan Investments Ltd v Benson and others* [2013] UKSC 14 , ("Daejan"), it may well be that much of the above does not sound in an assessment of prejudice, but it important that the parties are aware that the tribunal is cognicscent of some of the underlying factors which make it difficult to distinguish between real *Daejan* prejudice on the one hand and mistrust and a feeling of unreasonable treatment on the other.

Case Progression

8. The Application was accompanied by a Statement of Case settled by Counsel.
9. On 10th May 2019 the Regional Judge gave Directions for the conduct of the case, including a preliminary recital emphasising the limited scope of the application.
10. The Statement of case of the First Respondent, settled by counsel, and dated 10th June 2019 was filed and served. Mr and Mrs Goodrick sent a detailed letter of support dated 30th May 2019 (with attachments). Mr Andrews did likewise under cover of his letter of 5th June 2019.
11. Places replied on 16th July.
12. Further Directions were given on 2nd October 2019 by the Tribunal, following a Directions and CMC hearing held on 28th August 2019. Those Directions included findings and guidance which should be read as part of these reasons. Permission was granted for the use of experts, whose reports (Mr Kay for Respondents and Mr. Elwood for Applicants) are dated 14th October 2019 and 13th December 2019 respectively.
13. Witness statements were exchanged in December 2019. The Applicant served a supplemental reply which addressed mainly procedural matters.
14. The Respondents sought to rely upon a late bundle of documents addressing the management charge on the contract for the works, levied by Places. At the hearing the Tribunal declined to admit that bundle into evidence because it was out of time by a substantial degree

(even though part of the explanation for that was Places delay in providing copy documents), a copy of the bundle had not been provided to Places' counsel and, primarily, because the issue to which the bundle referred was one of reasonableness (i.e. Sections 19 and 27), not prejudice for lack of consultation.

The Leases

15. Nothing turns on the interpretation of the lease provisions. The relevant clauses are the same in all the Respondents' leases. 'Communal facilities' are defined as including 'any external boundary walls…'. Places have an obligation to maintain, repair and renew the Communal Facilities. [Clause 5.(3)(b)]. The tenants, by Clause 7(5), covenant to pay the costs of and incidental to the performance of, amongst others, Clause 5.(3)(b).

The Law

16. There were no issues in respect of the statutory provisions, which, for completeness, are set out in the Appendix to these Reasons.
17. The case law is well established in Daejan. Of particular relevance in this case, and indeed in most dispensation cases are paragraphs 44-47.
18. 44. Given that the purpose of the Requirements is to ensure that the tenants are protected from (i) paying for inappropriate works or (ii) paying more than would be appropriate, it seems to me that the issue on which the LVT should focus when entertaining an application by a landlord under section 20ZA(1) must be the extent, if any, to which the tenants were prejudiced in either respect by the failure of the landlord to comply with the Requirements.
19. 45. Thus, in a case where it was common ground that the extent, quality and cost of the works were in no way affected by the landlord's failure to comply with the Requirements, I find it hard to see why the dispensation should not be granted (at least in the absence of some very good reason): in such a case the tenants would be in precisely the position that the legislation intended them to be – ie as if the Requirements had been complied with.
20. 46. I do not accept the view that a dispensation should be refused in such a case solely because the landlord seriously breached, or departed from, the Requirements. That view could only be justified on the grounds that adherence to the Requirements was an end in itself, or that the dispensing jurisdiction was a punitive or exemplary exercise. The Requirements are a means to an end, not an end in themselves, and the end to which they are directed is the protection of tenants in

relation to service charges, to the extent identified above. After all, the Requirements leave untouched the fact that it is the landlord who decides what works need to be done, when they are to be done, who they are to be done by, and what amount is to be paid for them.

21. 47. Furthermore, it does not seem to be convenient or sensible to distinguish in this context, as the LVT, Upper Tribunal and Court of Appeal all thought appropriate, between "a serious failing" and "a technical, minor or excusable oversight", save in relation to the prejudice it causes. Such a distinction could lead to an unpredictable outcome, as it would involve a subjective assessment of the nature of the breach, and could often also depend on the view one took of the state of mind or degree of culpability of the landlord. Sometimes such questions are, of course, central to the enquiry a court has to carry out, but I think it unlikely that it was the sort of exercise which Parliament had in mind when enacting section 20ZA(1). The predecessor of section 20ZA(1), namely the original section 20(9), stated that the power (vested at that time in the County Court rather than the LVT) to dispense with the Requirements was to be exercised if it was "satisfied that the landlord acted reasonably". When Parliament replaced that provision with section 20ZA(1) in 2002, it presumably intended a different test to be applied.

<u>The Hearing.</u>

22. This was conducted, on 2nd December 2020, by video link and attended by Counsel ( Ms Jabbari) for Places and five of the Respondents. Mr Cullen represented Carolyn Cullen and it was agreed that he would be the principal presenter on behalf of all Respondents, who nevertheless were given an opportunity to add their own oral representations.
23. We heard Oral evidence from Mr Elwood and Karen Carruthers on behalf of Places and Mr Kay on behalf of Respondents. Mr Cullen was also afforded the opportunity to give evidence by way of representations, highlighting the documentary evidence and previously served witness statements upon which the Respondents relied.
24. Ms Jabbari opened with a brief reiteration of her skeleton argument, which had been circulated.
25. Mr Elwood, Chartered Building Surveyor, gave evidence. He confirmed the contents of his report of 13 December 2019. He was cross examined by Mr Cullen. He confirmed that he was working on the basis of the time line supplied in his instructions from Places' solicitors. The earlier collapse was described as a partial collapse of the wall. It was the buttresses. In June 2015 B2 was noted to be in poor condition. B3 collapsed in December of 2015. He was asked about Mr Slacks' email of

11th March 2016, which refers only to deterioration of the buttresses, not specifically the retaining wall, and made recommendations for further investigative drilling and preparation thereafter of a specification. It was one of the documents with his instructions. He has not questioned the project management costs and, not being a structural engineer, could not comment on Eastwoods' design or the effect of any delay since 2015 in addressing the repairs. The photos did indicate that a buttress repair had been done, perhaps 60 years ago, utilising brick not stone. Eastwoods were a well-known reputable Sheffield firm of structural engineers. He was not qualified to comment on the design. He was opining on the cost of the works as designed and built. The drilling reports did confirm the poor condition of the bedrock. So far has he could comment, as a building surveyor, the work was required. If the buttresses had been rebuilt with brick there would have been both a material cost saving and a labour cost saving. He had confidence in his Report's conclusion and costs breakdown.

26. We elected to hear the experts, back to back.

27. Mr Kay, Chartered Building Surveyor and Building Engineer gave evidence. He confirmed the contents of his report dated 14th October 2019. He had the documents listed at 2.4.1 of the report. The work previously identified by Eastwoods was buttresses not the wall. The wall had not collapsed. It is still there, but re-pointed. If he had seen the Slack email of 11th March 2016 he may have been led to the conclusion that 4 buttresses were needed. But it was still buttresses, not the wall. In answer to Ms Jabbari's questions he confirmed that the basis of his report was the 2015 Eastwoods report. He relies upon their description but not their conclusions. He was also relying upon his own inspection, which was after the works had been completed, because of the failure to consult. Brick had been used in the past on at least one buttress. Stone is aesthetically better. It is a good job and looks well, but those who are required to pay for it have been deprived of a consultation which may have led to a re-pointed stone wall with brick buttresses. He did not believe that the bedrock needed attention at that time. In answer to the tribunal he summarised his opinion that (i) some cheaper materials could have been used. (ii) not all the work was essential and (iii)the job was over specified, but accepted that he could not be certain because he was not there at the time. He had no issue with the cost and quality of what *had* been done. The re-pointing should have been done 4 years earlier. Not sure to what extent the buttresses have deteriorated thereafter. Mr Kay also accepted, in response to a question from the Tribunal, that he was not as qualified

as Eastwoods to comment on the design or extent of the works required.

28. Mr Cullen raised the issue of the project management charge levied by Places (£7713) and the late bundle, which is dealt with at paragraph 14 above. This could still be the subject of an objection based on reasonableness generally, but is not unreasonable solely by virtue of a failure to consult.
29. Karen Carruthers, Property manager of Places, had provided a statement (with extensive exhibits) dated 12 December 2019. She was tendered as a witness for cross examination. Having started in Places employ only in May of 2018 she was unable to give any first hand evidence, but was, from her researches of the documentation able to put them in evidence. This enabled Mr Cullen to highlight the representations that he wished to make on Places failure to properly respond to Jim Slacks email; the wholly incorrect assertion in Mr Price (of RMG) letter of September 2017 to Mr Goodrick, that there had been a S20 consultation in July of 2016; and the substantial delay between the earlier reports and the commissioning of the works, and the use by places of the Sheffield City Council ("SCC") dangerous structure notice as a mock reason for urgency in respect of a matter which had been ongoing for many months, if not years. Mrs Carruthers had understandable difficulty in giving explanations because she was not there at the time and it is said that all the personnel who were responsible have now left Places and/or RMG.
30. Mr Cullen made closing submissions. Places have had since the 2015 report to address these issues. They have not only failed to formally consult, but have been reluctant, even in connection with these proceedings, to disclose appropriate documentation. The 2015 report identifies defects mainly to buttress B2, not the wall. No work was undertaken beyond the removal of some, but not all, vegetation. Further deterioration was reported in March of 2016. The design inspection was not disclosed to Respondents until December 2019. Price wrongly stated that there had been a S20 consultation in July of 2017.There was no further work undertaken for a year. Sheffield City Council were involved as early as April 2015 and is disingenuous of Places to pretend that one of the reasons for failing to consult was an urgency created by the SCC notice. The works were rushed because of tardiness by Places. Despite the absence of consultation or dispensation Places took £8558.40 to drain the reserve account, without regard to the £250 limit. The prejudice is that a more limited scheme of works may have been undertaken if the Respondents had been consulted. A less expensive method (Brick not stone) may have been adopted. The

situation had been made worse by delay and mishandling on Places part. Places conduct is more serious than mere failure.

31. Ms Jabbari made closing submissions. Both Eastwoods and Ellwood are competent in their respective fields. To describe the condition of the structure as a 'wall' without differentiating its parts (buttresses and retainer) is not prejudicial. The nature and extent of the disrepair is evident in the reports and emails. Further defects were apparent when vegetation removed. Eastwood's evidence (both the Report, Mr Slack's email and the specification) is as a result of an actual survey. In the event, today, it transpires that the issue is not primarily that what was done was too expensive or that such expense may have been avoided by a more leisurely and consultative tendering process. The issue seems to be that a better, or at least, more expensive, amount of work than was strictly necessary was specified, and that the need for such work was exacerbated by delay. Places were entitled to consider the aesthetic appearance and kerb appeal even though the dwellings themselves are brick built. There is no sufficiently particularised evidence of the costs savings of brick buttresses, and such evidence as there is indicated a small prejudice, even if it could be assumed that consultation would have led to the brick, rather than stone, solution. The evidence, when applied to the dicta in *Daejan* does not justify a dismissal of the application by Places nor a reduction on the basis of S20 failures. The landlord would have been likely to do as it has, in the light of Eastwood's advice, even if consultation had taken place.

Costs.

32. Ms Jabbari conceded that normally a Section 20c Order would be appropriate, but this case had been protracted by the Respondents' failure to limit matters to Dispensation issues. Places should be at liberty without restriction to charge the £25,579 set out in the costs schedule provided. Even though *Daejan* contemplated a term of dispensation may well include the payment of at least some of the Respondents cost of taking advice and experts, that would not be justified in this case.
33. Mr Cullen replied that this whole saga had been badly handled by Places. There had been a failure to comply with Directions, particularly with regard to full and frank disclosure. The purported S20 consultation in July 2016 was a fiction. Place had not been able to call any first hand evidence from those who were responsible, since 2015, to be accountable. The disclosure issues were particularly costly. Total Respondents costs are £25,707, despite having dis-instructed solicitors and counsel, pre hearing, to save costs. The Tribunal asked for a breakdown to be provided to Places and the Tribunal for consideration after determination of the substantive application.

Determination.

34. We reminded ourselves of the dicta in *Daejan* and its application in other cases, especially in the Upper Tribunal.
35. The quality and cost of the works, as actually carried out, are not in issue. Both experts agree. There is an issue as to the reasonableness of a second layer of management charges of £7713, over and above the contract management of 4 site visits offered by Eastwoods at £1,400 plus vat. That is claimed by Places under the Lease terms and would not have been the subject of consultation in any event. It still open to challenge via S 19. The Lease terms cannot exclude the Tribunal's jurisdiction in that regard. It is not a prejudice arising from failure to consult. It may or may not be unreasonably incurred, about which evidence could be led in an appropriate application.
36. The issue , therefore is whether or not the extent of the works has been greater than it would have been, had there been S20 consultation, such that the Respondents are being called upon to pay for inappropriate works.
37. The Respondents succeed in properly raising and evidencing the potential for prejudice. The amounts are large – more than £100,000 overall. The works are extensive and capable of being carried out in more than one way. There was not even any significant informal consultation.
38. We appreciate how the Respondents feel aggrieved at the management style adopted by Places and RMG, but even a serious failure is not a reason, of itself, to assume prejudice. Mr Cullen, in closing, said that such serious failure was not contemplated by the Supreme Court.
39. Paragraphs 46 & 47 of *Daejan* clearly contemplate that issue, and states that such distinctions are not sensible, save in relation to the prejudice it causes.
40. The prima facia case raised by the Respondents is that, in Mr Kays' opinion, the inclusion of the works to enhance the sandstone bedrock was not essential and bricks could have been used for Buttresses. Although Mr Kay has some experience in structural engineering he is a Chartered Buildings Surveyor and Engineer, not a Structural Engineer. In response to a question from the Tribunal he conceded that Eastwoods were more qualified to comment on the design aspects of the works required. Eastwoods, whose report Places accepted and relied upon, are Consulting Structural Engineers. That report, and the subsequent advice in the light of the drilling report, sets out a reasonable solution to the problem, which Places were entitled to accept. The provisions of S20 provide a right to be consulted and for

representations to be taken into account. They do not override the provision in the Lease which empower (in fact impose a duty upon) a landlord to undertake such works as it thinks reasonable. .

41. Mr Frazer Andrew's 5th June 2019 letter of representations in these proceedings succinctly sets out the representations that could and would have been made if S20 had been followed. It is our view, on the evidence before us, that Places would have proceeded as they have done, even if those representations had been made. The wall and structures had partially (the Buttresses) collapsed. It was in severe disrepair. It retained a significantly higher area of land upon which dwellings are built. The Drilling report indicated voids and softness in the sandstone bedrock. They wished to retain the visual amenity of stone along the whole structure.
42. There is a potential issue as to whether Places had properly fulfilled their repairing obligations in previous years, thereby necessitating more extensive and expensive repairs and rebuilding. On their own strong evidence, justifying the extent of the works, it is clear the wall and buttresses were in disrepair even before 2015. That is an issue of reasonableness not related to prejudice arising from a failure to consult.
43. One of the prominent aspects of consultation is the right to nominate contractors from whom estimates may be obtained. The loss of this right in this case is not an issue, as the issue is the extent, not the cost, of the work. That is also germane to the issue of the purported urgency of obtaining estimates and requiring a short time scale for commencement. The existence of the SCC formal notice, after such a long delay on the part of Places and RMG, provides what appears to be an opportunistic excuse grater than a substantive reason for not consulting. However much that may annoy the Respondents it does not, in this case, give rise to financial prejudice.
44. For the above reasons we grant the application for dispensation.

<u>Costs.</u>

45. This application was necessary because of the failures of Places and RMG. Although the hearing and some of the evidence presented by unrepresented Respondents may have strayed beyond the strictly relevant, it cannot be said that they have done anything beyond properly raising and evidencing issues that they were entitled to have tested. Issues of disclosure have been dealt with by the Applicants and those advising them in an unsympathetic manner. It would be unjust and disproportionate to make any award of costs against the Respondents and further it would ne unjust and inequitable for any of

Places costs incurred or to be incurred in connection with these proceedings to be regarded as relevant costs for service charge purposes. We make a S20C Order accordingly.

46. The Respondents seek their costs. A breakdown has been supplied. We are aware of the existence, but not the contents, of a without prejudice letter re costs received at the Tribunal Office after the hearing from the Respondents. We will consider it only after finalising this provisional determination.
47. We are presently minded to follow the guidance in *Daejan* to make Dispensation conditional upon a contribution, covering legal advice and reasonable experts' fees, by the Applicant to the Respondents costs.
48. Having considered the post-hearing letter, it appears to be part of a correspondence dealing with possible settlement. It does not change our provisional view. *Daejan* does not say that a Respondent should have all their costs of a Dispensation application, including a hearing. The Tribunal is not a costs shifting forum, except in very limited circumstances which do not apply in this case.
49. Payment to cover the Respondents' reasonable fees for legal advice and expert evidence is what is contemplated by *Daejan*, not full reimbursement for a fully contested hearing. We have considered the breakdown of cost of both parties. They are not dissimilar. The Respondents solicitors had resort to Counsel for drafting the Reply and attending the Directions hearing. Counsel Fees of £1740 are reasonable. A provision for up to 20 hours ( taking instructions, reading and research, preliminary advice, instructing experts, further advice, instructing Counsel) by the solicitors for doing the *Daejan* work at £175 per hour gives a figure of £4,200. Mr Kay charged £3217.28 for his initial investigations and Report and £1920 for opining at the hearing. Those three elements are the limit of the costs provisions contemplated by *Daejan*. £11,077.28 in total.

Tribunal Judge Martin Simpson
15th December 2020

APPENDIX

## Section 20.Limitation of service charges: consultation requirements

(1)Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—

(a)complied with in relation to the works or agreement, or

(b)dispensed with in relation to the works or agreement by (or on appeal from) the appropriate tribunal.

(2)In this section "relevant contribution", in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.

(3)This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.

(4)The Secretary of State may by regulations provide that this section applies to a qualifying long term agreement—

(a)if relevant costs incurred under the agreement exceed an appropriate amount, or

(b)if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.

(5)An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—

(a)an amount prescribed by, or determined in accordance with, the regulations, and

(b)an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.

(6)Where an appropriate amount is set by virtue of paragraph (a) of subsection (5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.

(7)Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose

relevant contribution would otherwise exceed the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.

**20ZAConsultation requirements: supplementary**

(1)Where an application is made to the appropriate 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.

(2)In section 20 and this section—

- "qualifying works" means works on a building or any other premises, and
- "qualifying long term agreement" means (subject to subsection (3)) an agreement entered into, by or on behalf of the landlord or a superior landlord, for a term of more than twelve months.

(3)The Secretary of State may by regulations provide that an agreement is not a qualifying long term agreement—

(a)if it is an agreement of a description prescribed by the regulations, or

(b)in any circumstances so prescribed.

(4)In section 20 and this section "the consultation requirements" means requirements prescribed by regulations made by the Secretary of State.

(5)Regulations under subsection (4) may in particular include provision requiring the landlord—

(a)to provide details of proposed works or agreements to tenants or the recognised tenants' association representing them,

(b)to obtain estimates for proposed works or agreements,

(c)to invite tenants or the recognised tenants' association to propose the names of persons from whom the landlord should try to obtain other estimates,

(d)to have regard to observations made by tenants or the recognised tenants' association in relation to proposed works or agreements and estimates, and

(e)to give reasons in prescribed circumstances for carrying out works or entering into agreements.

(6)Regulations under section 20 or this section—

(a)may make provision generally or only in relation to specific cases, and

(b)may make different provision for different purposes.

(7)Regulations under section 20 or this section shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.