



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

**Case Reference** : **MAN/30UE/LDC/2022/0063**

**Property** : **Various Residential Properties within the Applicant's housing portfolio - See Annex A**

**Applicant** : **Jigsaw Homes Group**

**Representative** : **N/A**

**Respondents** : **Long Residential Leaseholders (see Annex B)**

**Type of Application** : **Landlord & Tenant Act 1985 – Section 20ZA**

**Tribunal Member** : **Judge L Bennett**

**Date of determination** : **4 September 2023**

**Date of Decision** : **4 September 2023**

---

**DECISION**

---

## **Application**

1. Jigsaw Homes Group applies to the Tribunal under Section 20ZA of the Landlord and Tenant Act 1985 (the Act) for dispensation from the consultation requirements of Section 20 of the Act and the Service Charges (Consultation Requirements)(England) Regulations 2003 (SI 2003/1987) in respect of the refurbishment and repair to balconies programme.
2. The Respondents are the Long Residential Leaseholders at the Properties and listed at Annex B to this decision.

## **Grounds and Submissions**

3. The initial application to the Tribunal was dated 13 December 2022.
4. The Applicant is the Landlord of the subject properties.
5. The Tribunal did not carry out an inspection but understands that the properties are mostly ex-council stock bought via Right To Buy/Right To Acquire.
6. On 13 June 2023 a Video Case Management Conference took place. A stay of proceedings was granted to allow for the submission of an amended application. This was received on 28 June 2023.
7. On 3 July 2023, a Tribunal Legal Officer made directions requiring the service of documents by the Applicant upon each of the Respondents. The directions provided that in the absence of a request for a hearing the application would be determined upon the parties' written submissions.
8. The Applicant has provided a statement of case explaining why the application was made to the Tribunal together with detailed supporting documents.
9. Following investigations that took place in 2019-2020, serious structural defects were noted in 2 separate balconies. As the Applicant owns a large number of similarly constructed properties, it was decided to employ a specialist concrete testing service to sample a further 121 balconies. This showed similar defects in varying stages of advancement.
10. The Applicant asked Sika Ltd (a specialist in liquid plastic coating concrete repairs) to design a solution across a total of 204 balconies owned by the Applicant. The company was chosen because, due to the highly specialised nature of the works, there are limited suitably qualified alternative providers in the North West. Additionally, Sika offered a 25 year guarantee on their product.
11. The works were tendered in 2022 on the MyTenders portal in line with government procurement guidance owing to the large value of the

contract. WRPS (specialists in applying liquid plastic coatings as specified by Sika Ltd) won the tender. A measured term contract for 3 years (with 2 potential further 1 year extensions based on performance) was awarded. It is anticipated that the same specialist contractor will be used to complete the remainder of the 10 year programme.

12. Properties were prioritised based on the seriousness of the concrete degradation. During the financial year 22/23, works at 34 properties were completed, with a further 32 due to be completed in the 23/24 financial year. It is acknowledged that works were carried out to leasehold properties in the absence of section 20 consultation. These works were necessary because they shared a balcony with a tenanted property, or in 1 case because works were so urgent they could not be left. Section 20 consultation was started but was incompatible with the nature of the works required and the length of the programme.
13. The initial phase of the works focused on the balconies which returned the poorest results during the surveys, meaning they were most in need of the works and could not be pushed back. The programme will continue on the basis of the properties with the poorest results being done earliest. Works are to ensure the ongoing safety of the balconies.
14. Dispensation is being sought from the Section 20 process for the properties that have been completed and for the remainder of the programme. Value for money has been achieved by following government procurement guidance and by including the leasehold properties in the programme, thereby achieving economies of scale. Due to the specialist nature of the works and limited number of suitably qualified contractors, it is unlikely leaseholders would be able to suggest any suitable contractors, or that it would be possible to achieve the minimum 2 quotes necessary. Furthermore, to start a section 20 consultation at this point would result in significant time delays and cost increases. It is also anticipated that a number of separate consultations over the duration of the programme would need to be carried out.
15. **Detailed reasons for the urgency of the works and the consequences upon lessees of any delay**

The concrete slabs form the first floor of the buildings and are integral to their structural integrity. In each case the balconies are an extension of this concrete slab. Whilst the failure of the concrete is currently present only in external areas, if left unchecked it may spread internally beneath first floor brickwork, which itself is supporting the roof structure. Degradation of the concrete balconies, either by increasing chloride content or carbonation is causing the concrete to crack and flake. In the worst cases lumps of concrete have fallen, posing an obvious danger and exposing the steel rebar, which further undermines the structural integrity of the buildings. At the very least this can cause uneven surfaces and trip hazards and at the worst in two cases balconies became so dangerous they had to be removed altogether.

16. Part 1 section 20 notices were sent to leaseholders on 25 August 2022, and 3 October 2022. Following the initial notices and subsequent meeting held on 1 September 2022, the Applicant wrote to leaseholders on 26 September 2022, after reviewing queries raised with regards to the planned works.
17. The Tribunal did not receive any submissions from Respondent leaseholders. Neither the Applicant nor a Respondent requested a hearing.
18. The Tribunal therefore convened without the parties to make its determination on 4 September 2023.

## **Law**

19. Section 18 of the Act defines “service charge” and “relevant costs”.
20. Section 19 of the Act limits the amount payable by the lessees to the extent that the charges are reasonably incurred.
21. Section 20 of the Act states:-  
**“Limitation of service charges: consultation requirements**  
 Where this Section applies to any qualifying works..... the relevant contributions of tenants are limited..... Unless the consultation requirements have either:-  
 a. complied with in relation to the works or  
 b. dispensed with in relation to the works by ..... a tribunal.  
 This Section applies to qualifying works, if relevant costs incurred on carrying out the works exceed an appropriate amount”.
22. “The appropriate amount” is defined by regulation 6 of The Service Charges (Consultation Requirements) (England) Regulations 2003 (the Regulations) as “..... an amount which results in the relevant contribution of any tenant being more than £250.00.”
23. Section 20ZA(1) of the Act states:-  
 "Where an application is made to a Tribunal for a determination to dispense with all or any of the consultation requirements in relation to any qualifying works ..... the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements."

## **Tribunal’s Conclusions with Reasons**

24. I have determined this matter following a consideration of the Applicant’s case but without holding a hearing. Rule 31 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 permits a case to be dealt with in this manner provided that the parties give their consent (or do not object when a paper determination is proposed). In this case, the Applicant has given its consent and the Tribunal has not heard from a Respondent in response to the application. Moreover, having reviewed the case papers, I am satisfied that this matter is indeed suitable to be

determined without a hearing. Determining this matter does not require me to decide disputed questions of fact.

25. It is not necessary to consider at this stage the extent of any service charges that may result from the works payable under the terms of the Respondents' leases. If and when such is demanded, and if disputed, it may properly be the subject of a future application to the Tribunal.
26. Having considered the submission made by the Applicant I accept the urgent nature of the works. A full consultation exercise was not practical and would have added considerable delay and additional costs. Given the extent and nature of the works it is unlikely any leaseholder could realistically find an alternative contractor. For the safety of all residents, a decision was taken to act swiftly and carry out the works. The Applicant did notify leaseholders about the works and answered initial queries raised. The Applicant also notified leaseholders of the application to the Tribunal and the reasons why it believed the application was necessary.
27. In **Daejan Investments Ltd v Benson [2013] UKSC 14** it was determined that a Tribunal, when considering whether to grant dispensation, should consider whether the tenants would be prejudiced by any failure to comply with the Consultation Requirements. Balancing the need for urgent action against dispensing with statutory requirements devised to protect service charge paying leaseholders, I conclude that the urgency outweighs any potential prejudice. Dispensation from consultation requirements does not imply that any resulting service charge is reasonable.

## **Order**

28. The Applicant is dispensed from complying with the consultation requirements in respect of the works specified in the application.

**Judge L Bennett**  
**4 September 2023**

## **Annex A – Subject Properties within the Applicant’s Housing Portfolio**

1. Flat 133a Bolton Street, Chorley, PR7 3AQ
2. Flat 139a Bolton Street, Chorley, PR7 3AQ
3. Flat 4, Byron Crescent, Coppull, Chorley, PR7 5BD
4. Flat 30, Colyton Road East, Chorley, PR6 0TQ
5. Flat 4a Cotswold Road, Chorley, PR7 3HW
6. Flat 35 Cotswold Road, Chorley, PR7 3HW
7. 12 Cotswold Road, Chorley, PR7 3HW
8. Flat 14a Cotswold Road, Chorley, PR7 3HW
9. Flat 16 Cotswold Road, Chorley, PR7 3HW
10. Flat 26a Cotswold Road, Chorley, PR7 3HW
11. Flat 28a Cotswold Road, Chorley, PR7 3HW
12. 28 Crook Street, Chorley, PR7 2LX
13. 32a Crook Street, Chorley, PR7 2LX
14. 34a Crook Street, Chorley, PR7 2LX
15. 1a The Flats, Derwent Road, Chorley, PR7 2JF
16. 2a The Flats, Derwent Road, Chorley, PR7 2JF
17. Flat 16, Devonport Way, Chorley, PR6 0TE
18. 1a The Flats, Devonport Way, Chorley, PR6 0SX
19. 6a The Flats, Devonport Way, Chorley, PR6 0SX
20. Flat 15 Gloucester Road, Chorley, PR7 3HN
21. Flat 40 Gloucester Road, Chorley, PR7 3HN
22. Flat 27 Gloucester Road, Chorley, PR7 3HN
23. Flat 27a Gloucester Road, Chorley, PR7 3HN
24. Flat 28 Gloucester Road, Chorley, PR7 3HN
25. Flat 32a Gloucester Road, Chorley, PR7 3HN
26. 7 Greenside, Euxton, Chorley, PR7 6AS
27. Flat 29 Greenside, Euxton, Chorley, PR7 6AS
28. Flat 8a Grisedale Place, Chorley, PR7 2JW
29. Flat 11 Grisedale Place, Chorley, PR7 2JW
30. Flat 18 Grisedale Place, Chorley, PR7 2JW
31. Flat 19 Grisedale Place, Chorley, PR7 2JW
32. Flat 19a Grisedale Place, Chorley, PR7 2JW
33. Flat 5 Meadway, Clayton-Le-Woods, Chorley, PR6 7JJ
34. Flat 12 Milton Road, Coppull, Chorley, PR7 5BB
35. Flat 27 Pear Tree Road, Croston, Chorley, PR26 9HX
36. Flat 30 Pompian Brow, Bretherton, Chorley, PR26 9AQ
37. Flat 2a Princess Street, Chorley, PR7 3AP
38. Flat 4a Princess Street, Chorley, PR7 3AP
39. Flat 9 Queen Street East, Chorley, PR7 3AW
40. Flat 10a Queen Street East, Chorley, PR7 3AW
41. Flat 19a Jackson Street, Chorley, PR7 3DZ
42. Flat 11, Ryecroft, Heapey, Chorley, PR6 8ER
43. Flat 32, St Gregor’s Place, Chorley, PR7 3NY

44. Flat 7a, St Gregorys Place, Chorley, PR7 3NX
45. Flat 8, St Gregorys Place, Chorley, PR7 3NY
46. Flat 80, St Gregorys Place, Chorley, PR7 3NZ
47. Flat 82, St Gregorys Place, Chorley, PR7 3NZ
48. Flat 12a, St Gregorys Place, Chorley, PR7 3NY
49. Flat 130, St Gregorys Place, Chorley, PR7 3NZ
50. Flat 17a, St Gregorys Place, Chorley, PR7 3NX
51. Flat 31, The Meadows, Chorley, PR7 5NR
52. Flat 11a Troutbeck Road, Chorley, PR7 2JN
53. Flat 60a Windsor Avenue, Chorley, PR7 4JS
54. Flat 10 Yates Street, Chorley, PR7 2JS

## **Annex B – List of Respondents**

1. Mr D Abram
2. Mrs M Prior
3. Mr K Blackeley & Mrs M Blackeley
4. E J Sudimac
5. Ms S Stewart
6. Mr J Kolbelt & Miss H McManus
7. Ms Suwanna Yantraruyaha
8. Mr P Hitchen
9. Ms J Seddon
10. Mr A L Smalley
11. Ms K Wilson & Mr G Jagger
12. Mr C G Henry
13. Mr K J Forde
14. Mr J Kawalski
15. Miss E A Iddon
16. Mr D Henry
17. Mrs A Lilburn
18. Mr P Topping
19. Mr Sergiu Lordachi
20. Executors of Ms A Babb
21. Mr & Mrs Starkey
22. Mr I Swift & Miss K Hughes
23. Mr R Whittaker
24. Dr A Dardouri
25. Mrs L Ridway
26. Mr G Dunnett
27. Mr S N Jackson
28. Ms Julie Ann Houlian
29. Mr P J Reynolds
30. Mr Wojciech Lukaszewski & Mrs E  
Lukaszewwska
31. Mrs J Rigby
32. Mr K Ainscough
33. Mrs A Fletcher
34. Diggle Street Ltd
35. Ms V Smith
36. Mr D Wilkinson
37. Dean Anthony Horrocks
38. Mr & Mrs Sharrock
39. Mr C Fowler
40. Mrs L Ridway
41. Mr P Lowe
42. Mr N Jackson
43. Mr D & Mrs C Stanley
44. Mrs A Harrison
45. Mr Brian Still
46. Mr H Parker
47. Mr J Fox
48. Miss N J Haselden
49. Mrs H M Nicol & Miss P M Turner
50. Mr M Holding
51. Mr J Scotson
52. Ms K Christie
53. Ms Helen Deborah Towriss
54. Mr Peter Billington



