



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

**Case Reference** : **CAM/00KC/LDC/2023/0049**

**Property** : **Gilbert Mews, Leighton Buzzard,  
LU7 1NF**

**Applicant** : **Gilbert Mews Ltd.  
(Management Company)**

**Representative** : **Warwick Estates Ltd  
(Managing Agent)**

**Respondents** : **Leaseholders of Flats 1-6 Albert  
Villa, 1-4 James Villa, 1-4  
Millwright Villa, Gilbert Mews  
Leighton Buzzard LU7 1NF**

**Representative** : **None**

**Landlord** : **Mrs Barbara Ann Adrison**

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

**Tribunal** : **N. Martindale FRICS**

**Hearing Centre** : **Cambridge County Court, 197 East  
Road, Cambridge CB1 1BA**

**Date of Decision** : **27 November 2023**

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**DECISION**

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## **Decision**

1. The Tribunal grants dispensation from the requirements on the applicant to consult all leaseholders under S.20ZA of the Landlord and Tenant Act 1985, in respect of the qualifying works in this application. Dispensation is granted on terms, as set out at the conclusion.

## **Background**

2. The management company through its managing agent 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 related to roofing works to Gilbert Mews. Dispensation from Consultation, was sought in respect of additional roof works to communal parts, arising from initial works and inspection.

## **Directions**

4. Directions dated 2 October 2023 were issued by Deputy Regional Judge David Wyatt, without an oral hearing.
5. The Directions summarize at (1) *“...the consultation requirements were followed in relation to planned roof repair works based on an estimate of £11,082. They say the need for additional work was identified including the items set out on pages 8-9 of the application form. It appears the total estimated costs of the additional work may be £462 in relation to Albert Villa, £462 in relation to James Villa and £1404 in relation to Millwright Villa.”*
6. The applicant was, by 12 October 2023 to send to each of the leaseholders a copy of the application form and the Directions, a simple description of the works, and where possible an estimate of the costs of the proposed works inclusive of any professional fees and VAT with a copy of the Directions. They were to certify compliance to the Tribunal of actions taken and dates. The applicant’s agent copied in the Tribunal with its standard letter of 6 November 2023 with a copy of the completed application form and Directions.
7. Leaseholders who objected to the application were to send a reply form and statement to the Tribunal by 26 October 2023. The applicant was to prepare a bundle of documents including the application form, Directions, sample lease and all other documents on which they wanted to rely; with 2 copies to the Tribunal and 1 to each respondent leaseholder and to do so by 9 November 2023. The applicant did not specifically state to the Tribunal that they had complied before the due date.

8. In the event, the Tribunal did not receive any requests for a hearing, nor did it receive any reply forms from potential respondents either supporting, or objecting to the application.
9. The Tribunal determined the case on the paper bundle received from the applicant.

### **Applicant's Case**

10. Application dated 29 August 2023 was submitted to the Tribunal. At box 4 of the Application Form: *"Gilbert Mews is a purpose built block of 16 units comprising of 3 blocks, making up 14 of the units and 2 Lodges. For the purpose of this dispensation claim the 2 Lodges have not been served the Section 20 notices. The blocks of flats are built over a ground and first floor."*
11. All flats appear to be let on essentially identical leases. A sample flat lease was in the bundle.
12. In the application form at box 7 it confirmed that these are to be qualifying works and that they had been started.
13. At box 9 the applicant was content for paper determination and applied for it, marking at box 10, that it could be dealt with by Fast Track. A reason for urgency was however, not given.
14. The application at box 'Grounds for seeking dispensation', 1. stated: *"A roof condition report was conducted in April 2022, following reports to leaks within flats 3 Albert Villa and 3 James Villa. A Notice of Intention was issued on 2 September 2022 to all residents of 1-6 Albert Villa, 1-4 James Villa and 1-4 Millwright Villa. Following quotes, a Statement of Estimates was issued on 3 May 2023. None of the notices had any observations received."*
15. At 2. the applicant described the 'consultation that has been carried out or is proposed to be carried out': *"Due to the cost involved, exceeding the Section 20 limits for the site, a Notice of Intention was issued on 2 September 2022, followed by the Statement of Estimates on 3 May 2023. Neither of which had any observations received. It was agreed with the Director Gilbert Mews to award the contract to DP Buzzing, who have since changed their name to 'This is Group' and the instruction was issued on 21 July 2023. Initial works were completed on the 4 August 2023. The initial work based on the quote tendered at £11,082.00."*

16. At 3. Explain why you seek dispensation of all or any of the consultation requirements. *“A report was issued advising following internal investigation at 3 Albert & 3 James Villa to ensure that the previously mentioned leak issue are fully resolved along with a quote.”* The applicant then extensively listed with the Form, the location within the estate for the work, the nature and approximate extent of the works essentially to roof tiling, flashing and pointing to remedy a range of small but, significant defects that had developed to the roof.
17. Continuing at 3. the applicant set out the key work costs as follows: *“James Villa – All labour, materials, access equipment and waste disposal costs included. Close down report provided on completion of works. 1. £385.00... Albert Villa - All labour, materials, access equipment and waste disposal costs included. Close down report provided on completion of works. £385.00... Subtotal 3770. Total VAT £154.00, Quote £924.00.”* And *“...Following this work, there was also further unforeseen work required at Midnight Villa:... All labour, materials, access equipment and waste disposal costs included. Close down report provided on completion of works. 1 £1,170... Total VAT £234. Quote Total £1,404.00.”*

### **Respondent’s Case**

18. The Tribunal did not receive any representations from the leaseholders.

### **The Law**

19. 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.
20. 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.”**

21. 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 Decision**

22. The scheme of the provisions is designed to protect the interests of leaseholders 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.
23. 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.
24. **The terms of this dispensation are:**
25. That all costs of and associated with, the making this application and compliance with Directions are to be met by the applicant. The applicant shall not seek to recover any of these from any or all of the leaseholders either through a service charge and/or through an administrative charge under the leases.
26. That all reasonable costs of the respondents arising from responding in any way to this application shall be met by the applicant. The applicant shall not seek to recover any of these from any or all of the leaseholders either through a service charge and/or through an administrative charge under the leases. On this occasion however the Tribunal has no evidence that any responses have been made or received by the applicant nor by the Tribunal, nor that any costs were incurred by the respondents.
27. That the three areas of works and all of costs thereof, as referenced in detail in the application form and as set out briefly above constitute the entirety of the works and costs arising for which Consultation under the statutory consultation regulations is now dispensed with.
28. That the total sum to be recovered from all leaseholders affected by these 3 sets of additional works is £462, £462 and £1404 respectively, as the qualifying works for the 3 blocks, for which dispensation is granted. The payment of any professional fees arising in respect of pre and post application works and cost is not sought in addition to, nor granted in this dispensation, from consultation. This dispensation does not extend to any other works at the Property.

**29. 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; in this case, on terms.**

**N Martindale FRICS**

**27 November 2023**

### **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 either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision.

Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

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).