



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

**Case Reference** : **LON/00BG/LDC/2023/0191**

**Property** : **Lattice House, 20 Alie Street, London E1 8GZ,  
Network House 18 Alie Street, London E1 8GZ and  
14-16 North Tenter Street, London E1 8DL**

**Applicant** : **20 Alie Street Management Company Ltd**

**Representative** : **Ms Janine Dattani, Director**

**Respondents** : **As per the attached schedule**

**Representatives** : **None**

**Type of Application** : **Dispensation from consultation requirements under section 20ZA  
Landlord and Tenant Act 1985 (“the Act”)**

**Tribunal Member** : **Mr Charles Norman FRICS  
Valuer Chairman**

**Date of Decision** : **30 November 2023**

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**DECISION**

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## **Decision**

1. The application for dispensation from the consultation requirements in respect of a replacement access control system for the building is **GRANTED** unconditionally.

## **Reasons**

### **The Applicant's Case**

2. Application to the Tribunal dated 24 July 2023, was made for a dispensation from the consultation requirements under section 20ZA of the Landlord and Tenant Act 1985 ("the Act") (set out in the appendix). The subject matter was installation of a complete boiler and associated parts replacement system due to failure of plant equipment. The applicant stated that the pressure relief valves were leaking very badly, an expansion vessel failed, boilers both failed, and pipework was leaking. Insurers rejected a claim for replacement owing to the age of the plant. A repair was not cost effective or a long term solution, so it was decided by the applicant to proceed with replacement. The major works project started on 19th June and had been completed.
3. The matter was said to be urgent as no flats had heating or hot water, which the Estate Manager is obliged to supply under the leases. There were also vulnerable tenants in both blocks. The leak was also causing damage to the property and needed repairing urgently.
4. A notice of intention and notice of estimates were served retrospectively on 2nd June 2023. The applicant was able to serve the notice of estimates as 3 opinions and quotations were obtained prior to any instruction.
5. Quotations were provided as follows (inc VAT) Hamworthy £78,600, Cowley Group Ltd £71,604, and Dunamis Heating & Mechanical Services Ltd £70,677.42.

### **Directions**

6. Directions were issued on 13 October 2023 that the matter be dealt with by written representations, unless any party made a request for an oral hearing, which none did. The directions required publicity to be given to the application in the block. This was confirmed to the Tribunal. In addition, the respondents were invited to respond to the application. The applicant supplied a bundle of 30 pages and a sample lease.

### **The Property**

7. From the application form, the property comprises a block of 6 residential flats at Network House, a block of 28 residential flats at Lattice House and 2 houses at 14 and 16 North Tenter Street, Aldgate London E1.

## **The Leases**

8. From the sample lease supplied, the Tribunal notes that the applicant is required to provide heating and hot water to the lessees. However, the Tribunal makes no finding as to payability or reasonableness of the costs to be incurred as that is outside the scope of this application.

## **The Respondents' Cases**

9. The lessees did not respond to the application.

## **The Law**

10. Section 20ZA is set out in the appendix to this decision. The Tribunal has discretion to grant dispensation when it considers it reasonable to do so. In addition, the Supreme Court Judgment in *Daejan Investments Limited v Benson and Others* [2013] UKSC 14 empowers the Tribunal to grant dispensation on terms or subject to conditions.

## **Findings**

11. The Tribunal finds that installation of the replacement boiler and associated works was urgently required to ensure that heating and hot water could be provided to the lessees. The Tribunal finds that the applicant has acted reasonably in its approach, has obtained multiple quotes and carried out a retrospective consultation. No lessee has objected to the application. The Tribunal has not identified any prejudice caused to any lessee as a result of the application. Accordingly, the Tribunal grants dispensation unconditionally.
12. This application does not concern the issue of whether any service charge costs have been reasonably incurred or are payable. The residential leaseholders continue to enjoy the protection of sections 19 and 27A of the Act.

Charles Norman FRICS  
Valuer Chairman

30 November 2023

## **ANNEX - RIGHTS OF APPEAL**

- The Tribunal is required to set out rights of appeal against its decisions by virtue of the rule 36 (2)(c) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013 and these are set out below.

## **Schedule of Respondents**

Apartment 1; 20 Alie Street; London; E1 8GZ;

David Dunning

- If a party wishes to appeal against this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
- The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
- 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.

United Kingdom	
Apartment 2; 20 Alie Street; London; E1 8GZ; United Kingdom	Lo Wing Chung Thomas Leung Pik Yin Anna
Apartment 3; 20 Alie Street; London; E1 8GZ; United Kingdom	Ching Hiang Chye Gary & Tay Pei Yin Pauline
Apartment 4; 20 Alie Street; London; E1 8GZ; United Kingdom	Yap Chon Fong & Liew Yoon
Apartment 5; 20 Alie Street; London; E1 8GZ; United Kingdom	Xiaoya Zhang
Apartment 6; 20 Alie Street; London; E1 8GZ; United Kingdom	Mrs Xiaolei Sonia Li Huang
Apartment 7; 20 Alie Street; London; E1 8GZ; United Kingdom	T J Seng & T M Ling
Apartment 8; 20 Alie Street; London; E1 8GZ; United Kingdom	Yap Chon Fong & Liew Yoon
Apartment 9; 20 Alie Street; London; E1 8GZ; United Kingdom	Mr P Shanmugam Siva Ms Dharshini Puvanendran
Apartment 10; 20 Alie Street; London; E1 8GZ; United Kingdom	Mr Kwun Kwan Lee (Post&Email) c/o Regent Property
Apartment 10; 20 Alie Street; London; E1 8GZ; United Kingdom	Regent Property
Apartment 11; 20 Alie Street; London; E1 8GZ; United Kingdom	Quek Chay Hoon
Apartment 12; 20 Alie Street; London; E1 8GZ; United Kingdom	Mr David Alistair Gray & Mrs Maria Dolores Gray
Apartment 13; 20 Alie Street; London; E1 8GZ; United Kingdom	T Lucy, Y C Tay & T K Seng
Apartment 14; 20 Alie Street; London; E1 8GZ; United Kingdom	Bala Reddy Krushna Latha Reddy
Apartment 15; 20 Alie Street; London; E1 8GZ; United Kingdom	Chong Gee LIM T C Low
Apartment 15; 20 Alie Street; London; E1 8GZ; United Kingdom	Aka Oguine
Apartment 16; 20 Alie Street; London; E1 8GZ; United Kingdom	HGH Properties
Apartment 17; 20 Alie Street; London; E1 8GZ; United Kingdom	Clare Anne Ray
Apartment 18; 20 Alie Street; London; E1 8GZ; United Kingdom	Suzanne Elizabeth Snowdon & Andrew Mark Snowdon
Apartment 19; 20 Alie Street; London; E1 8GZ; United Kingdom	Soh Choon Yee & Foong Kin Keong
Apartment 20; 20 Alie Street; London; E1 8GZ; United Kingdom	Shatyn Permolloo (Please email invoices)
Apartment 21; 20 Alie Street; London; E1 8GZ; United Kingdom	M C Cheong & M K Ming
Apartment 22; 20 Alie Street; London; E1 8GZ; United Kingdom	Danny Steven Sawrij & Josephine Savry
Apartment 23; 20 Alie Street; London; E1 8GZ; United Kingdom	Tan T Eng & Flora T S Gaik

Apartment 24; 20 Alie Street; London; E1 8GZ; United Kingdom	Chenyi Han
Apartment 25; 20 Alie Street; London; E1 8GZ; United Kingdom	Ida Metsis
Apartment 26; 20 Alie Street; London; E1 8GZ; United Kingdom	Maaya Sachdev
Apartment 27; 20 Alie Street; London; E1 8GZ; United Kingdom	Christine Soo-Jeong Kim
Apartment 28; 20 Alie Street; London; E1 8GZ; United Kingdom	Joseph Christopher Miller & Tessa Elizabeth Pritchard
Apartment 1; Network House; 14 Alie Street; London; E1 8GZ; United Kingdom	Rahanara Begum
Apartment 1; Network House; 14 Alie Street; London; E1 8GZ; United Kingdom	Network Homes
Apartment 2; Network House; 14 Alie Street; London; E1 8GZ; United Kingdom	Rahanara Begum
Apartment 2; Network House; 14 Alie Street; London; E1 8GZ; United Kingdom	Network Homes
Apartment 3; Network House; 14 Alie Street; London; E1 8GZ; United Kingdom	Network Homes
Apartment 3; Network House; 14 Alie Street; London; E1 8GZ; United Kingdom	Rahanara Begum
Apartment 4; Network House; 14 Alie Street; London; E1 8GZ; United Kingdom	Rahanara Begum
Apartment 4; Network House; 14 Alie Street; London; E1 8GZ; United Kingdom	Network Homes
Apartment 5; Network House; 14 Alie Street; London; E1 8GZ; United Kingdom	Rahanara Begum
Apartment 5; Network House; 14 Alie Street; London; E1 8GZ; United Kingdom	Network Homes
Apartment 6; Network House; 14 Alie Street; London; E1 8GZ; United Kingdom	Network Homes
Apartment 6; Network House; 14 Alie Street; London; E1 8GZ; United Kingdom	Rahanara Begum
14; North Tenter Street; London; E1 8DL; United Kingdom	Mr Gray Saberton
16; North Tenter Street; London; E1 8DL; United Kingdom	Mr D Colley & Ms L Colley

## Appendix

### Section 20ZA Landlord and Tenant Act 1985

(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.