



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

**Case reference** : LON/00BE/LDC/2024/0138

**Applicant** : Anchor Brewhouse Management Company Limited

**Representative** : Mr Evans, Director

**Respondent** : Leaseholders of Flats 1-63 Anchor Brewhouse as per the schedule attached

**Property** : Anchor Brewhouse, 50 Shad Thames, London, SE1 2LY

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

**Date of Decision** : 5 August 2024

---

**DECISION**

---

## Decision

1. The application for dispensation from the consultation requirements in respect of the replacement of a failed and redundant Automatic Opening Vents smoke ventilation system is **GRANTED** unconditionally.

## Reasons

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

2. Application to the Tribunal dated 12 May 2024, 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 application related to replacement of a failed and redundant automatic opening vent ("AOV") smoke removal system.
3. The applicant stated "Owing to the complexity of the project, identifying contractors willing and able to undertake the work has been extremely challenging, not helped by increased demand for contractors driven by the requirements of the Building Safety Act 2022. However, one contractor - Link Smoke Control - is prepared to undertake the works, has provided a quote and is in a position to proceed. Owing to the urgent nature of the works, critical to fire safety, the dispensation of the FTT is sought for them to proceed."
4. Mr Evans, Director of the applicant further explained the background in inter partes correspondence as follows: "The backdrop here is the Building Safety Act 2022. All buildings such as ours across the UK are having to prepare a comprehensive Building Safety Case for the Building Safety regulator. We have been working on ours constantly since the beginning of the year with the support of an external consultant. However, we cannot sign off on the BSC until we have put in place (or at least progressed) many processes (the Fire Brigade Box on the outside of the building contains many new documents), but more critically, each building must raise the standard of Fire and Safety equipment and other protection. Fortunately our Fire Alarm was already underway (though it took over two years), but we must upgrade every fire door in the building (flat front doors and communal doors) and cure every breach of compartmentation throughout the common parts (including all risers). The most critical breach is the AOVs. My point is that there is huge demand for fire specialists and contractors across the UK, and we are in competition with everyone else to engage them. So, of course there are more suppliers - Urang [managing agents] contacted all they could identify and brought in a few, but they looked at the bespoke nature of ours and the age of the building and walked. However, Link Smoke Control have visited [Anchor Brewhouse] a number of times and based on my conversations with them, fully understand the challenges and are confident they can resolve them. They have been working with a manufacturer/supplier who will design and make those that are bespoke (towards the top of the building) and will replace all others. It is of course healthy to secure more than one quote, which is why the Section 20 process requires it, but ultimately we only need one contractor, and we have one.

Exceptionally we have turned to the First Tier Tribunal for dispensation owing to nature of the works and the implications for fire safety.”

### **Directions**

5. Directions were issued on 6 June 2024 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 and its sub-lessees were invited to respond to the application. The applicant supplied a bundle of 54 pages.

### **The Property**

6. From the application form, Anchor Brewhouse is a substantial riverside Victorian Brewery, converted in the 1980s to comprise 63 residential flats, some offices on the first and second floors, and three commercial units on the ground floor.

### **The Leases**

7. The Tribunal was supplied with a sample proforma lease. 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' Case**

8. There were no formal objections from any lessee. Mr Horn supported the application. However, the applicant drew to the Tribunal's attention replies from Mr David Hughes a leaseholder and experienced engineer. Mr Hughes' points may be summarised as follows. He was concerned about cost and the extent of upfront payment of £62,500, being two-thirds of the cost. He questioned why there was only one supplier. He questioned the scope of works and that the proposed solution did not fully comply with building regulations. An all-new system rather than a retrofit would be better. The proposed contractor needs to be prepared to accept full responsibility for the works.

### **The Applicants' Response**

9. Mr Evans instructed Urang the managing agents to renegotiate terms with Link Smoke Control to seek to address Mr Hughes' concerns. In addition, ACAOV a contractor nominated by Mr Hughes has been contacted to seek to secure a second quote. No contractor has yet been appointed. Any appointee will be project managed under a JCT contract.

## 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. In *Daejan* at para 46 Lord Neuberger stated “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. ...the Requirements leave untouched the fact that it is the landlord who decides what work needs 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.”

## Findings

11. The Tribunal sees the force in the points put forward by Mr Hughes. However, the Tribunal considers that the applicant has acted reasonably in addressing a serious matter and responding to Mr Hughes’ points. It also considers fire safety to be a paramount concern. The choice of work is a matter for the landlord. Furthermore, Mr Evans is correct to say that the consultation requirements envisage at least two quotations for major works, therefore also necessitating dispensation in the present case, as it stands. In view of the seriousness of fire safety, to avoid delays and reflecting the current sole quotation, the Tribunal grants dispensation unconditionally.
- 12. This application does not concern the issue of whether any service charge costs have been or will be reasonably incurred or are or be payable. The residential leaseholders continue to enjoy the protection of sections 19 and 27A of the Act. In summary, these provide that service charges are only payable for costs reasonably incurred (or to be incurred) and for work of a reasonable standard.**
13. Section 20 of the Act applies only to residential occupiers and therefore this decision has no effect on the commercial occupiers.

Mr Charles Norman FRICS  
Valuer Chairman

5 August 2024

### **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.

- 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.

## **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.

| <b>Schedule of Residential Leaseholders</b> |                                   |
|---|-----------------------------------|
|   |                                   |
| <b>Unit Name</b>                            | <b>Name</b>                       |
| Flat 1                                      | Mr and Mrs Carrington             |
| Flat 2                                      | Krutarth Jayendra and Krupa Patel |
| Flat 3                                      | Peter Wrigley                     |
| Flat 4                                      | Mr and Mrs Stone                  |
| Flat 5                                      | Rose Marie Hadley                 |
| Flat 6                                      | Mr Howard and Mrs Jane Evans      |
| Flat 7                                      | Mohamadreza Yazdi                 |
| Flat 8                                      | Mr D J & Mrs F I L Flint          |
| Flat 9                                      | Ms R McLaughlin                   |
| Flat 10                                     | Prokopis Georgiou & Soo Han Lim   |
| Flat 11                                     | Mr & Mrs Culley                   |
| Flat 12                                     | Kim Heung Tan                     |
| Flat 13                                     | M R Rowsell                       |
| Flat 14                                     | Mr Robin Heath                    |
| Flat 15                                     | D M D Strong                      |
| Flat 16                                     | Lamberto Cecchini                 |
| Flat 17                                     | Ravital Solomon                   |
| Flat 18                                     | L D Skinner                       |
| Flat 19                                     | D & S M Wootton                   |
| Flat 20                                     | Mr G and Mrs F Mahoney            |
| Flat 21                                     | Mr F Siddiqui                     |
| Flat 22                                     | Mr M A Leggett                    |
| Flat 23                                     | Mr & Mrs P C Daw                  |
| Flat 24                                     | Plumblin Building Contractors Ltd |
| Flat 25                                     | Plumblin Building Contractors Ltd |

|         |  |
|---------|--|
| Flat 26 | Mrs N K Patrick                          |
| Flat 27 | Mr & Mrs M D Newton                      |
| Flat 28 | Mr & Mrs D J Hughes                      |
| Flat 29 | Mr & Mrs P W Bretherton                  |
| Flat 30 | Ali Matur (Stablewood Limited)           |
| Flat 31 | Jonathan R. Horn                         |
| Flat 32 | Mr W J and Mrs J Buchan                  |
| Flat 33 | Mr. R. G. Lavender                       |
| Flat 34 | Sangeeta Arora                           |
| Flat 35 | Miss A Wright & Miss L Prizeman          |
| Flat 36 | Mari C Taboada Lopez & James M McLaren   |
| Flat 37 | Mr P C Bridgwater                        |
| Flat 38 | Mr John S Arthur                         |
| Flat 39 | Dr Elizabeth Daly Hughes                 |
| Flat 40 | Mr V Hanafin                             |
| Flat 41 | Mr & Mrs Barker                          |
| Flat 42 | Mr & Mrs R Barker                        |
| Flat 43 | Mr Z Ali                                 |
| Flat 44 | P D & L M Scott                          |
| Flat 45 | Ms M Marini & Mr K Howells               |
| Flat 46 | Prof. O Djahanbakhch                     |
| Flat 47 | Ms L Buckles                             |
| Flat 48 | Mr A Hodgkinson                          |
| Flat 49 | Ms M M Marini & Mr K J Howells           |
| Flat 50 | Morson International Ltd - Accounts Dept |
| Flat 51 | P S Kidd Esq                             |
| Flat 52 | Mr D McGinley                            |
| Flat 53 | D Wombwell Esq                           |



|                     |                               |
|---------------------|-------------------------------|
| Flat 54             | R Szczepaniak                 |
| Flat 55             | Ms S A Parkman                |
| Flat 56             | Marco Dunand & Susan Craig    |
| Flat 57             | Project Brewhouse Limited     |
| Flat 58             | Peter E Done                  |
| Flat 59             | Mr A Garrould                 |
| Flat 60             | Mr & Mrs C Randle             |
| Flat 61             | Mr K Newton and Ms L Provera  |
| Flat 62             | Anita Geluk & Quentin Stewart |
| Riverside apartment | Mr S and Mrs S Thomson        |