



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

**Case Reference** : **CAM/00MG/LDC/2023/0050**

**Property** : **Albion Place, Campbell Park,  
Milton Keynes, MK9 4AB**

**Applicant** : **Albion Place (MK9)  
RTM Company Ltd.**

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

**Respondents** : **Leaseholders who may be liable to  
contribute towards the relevant  
costs at the Property**

**Representative** : **None**

**Landlord** : **Sinclair Gardens Investments  
(Kensington) Ltd.**

**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** : **28 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 referred to.
2. At the date of application it was stated that work had been completed. It was understood that the RTM management company's agent was able to recharge costs under the service charge provisions to all leaseholders in the Property.

### Background

3. The landlord 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.
4. The application related to the commissioning of works at the Property which appeared to concern urgent but, otherwise small scale repairs to the roofs over communal areas at the Property.

### Directions

5. Directions dated 28 September 2023 were issued by Deputy Regional Judge David Wyatt of the Tribunal, without an oral hearing. They provided for the Tribunal to determine the application on or after 27 November 2023, unless a party applied on or before 26 October 2023 for a hearing. No request was received by the Tribunal.
6. The applicant RTM management company, was to send to each of the leaseholders of the dwellings at the Property; a copy of the application form, brief description of the works, an estimate of the costs of the works including any professional fees and VAT and anything else relied upon and, these directions.
7. The RTM company was to file with the Tribunal a letter confirming how this has been done, stating the date(s) on which this was done.
8. Leaseholders who objected to the application were to send a reply form and statement to the Tribunal and applicant, 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; all responses from leaseholders, a certificate of compliance

referred to above; with 2 copies to the Tribunal and one to each respondent leaseholder and do so by 9 November 2023.

9. In the event, the Tribunal did not receive any requests for a hearing, nor did it receive any forms in support of or objection to respondents either directly or indirectly via the bundle.
10. The Tribunal determined the case on the bundle received from the applicant, only.

### **Applicant's Case**

11. The application at box 4 appears to confirm that the Property is a purpose built block of 15 flats, laid out on 3 floor levels.
12. The application at box 7 confirms that these are to be qualifying works and that they had been completed. At box 9 the applicant was content for paper determination and applied for it, at box 10, to be dealt with by Fast Track, but did not claim it was urgent, nor offered any reason.
13. The application at 'Grounds for seeking dispensation', box 1. stated: *"Roof repairs were required to re cement ridge tiles to the top right-hand side of the roof along with repairs to the fascia and cement boards. Due to the cost involved, exceeding the Section 20 limits for the site, a Notice of Intention was issued on the 29<sup>th</sup> November 2022, followed by a Statement of Estimates on 27<sup>th</sup> April 2023. Neither of which had any observations received."*
14. The application at box 2. below this, described the consultation that had 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 29<sup>th</sup> November 2022, followed by the Statement of Estimates on 27<sup>th</sup> April 2023. Neither of which had any observations received. It was agreed with the Directors of Albion Place to award the contract to Xtra Maintenance and the instruction was issued on 22<sup>nd</sup> June 2023. Initial works were completed and invoiced on 21<sup>st</sup> July 2023. The initial invoice cost(s) was for £4,708.80."*
15. The application at box 3. explained why they sought dispensation of all or any of the consultation requirements. *"Whilst work was being completed, it was ascertained that additional work would be required."* This included replacing 5 roof slates, remove the guttering to replace the fascia, remove rotten soffit boards and replacement. The cement boards would need removal to check on the condition of timbers behind them. Some eaves trays would need replacement too.

16. The labour costs for these further works were put at £2,100 plus VAT and materials costs for these further works are £1278.30 plus VAT. Additional scaffolding was needed at £406 plus VAT in total for a further 4 weeks.

### **Respondent's Case**

17. The Tribunal did not receive any objections or other representations from the leaseholders.

### **The Law**

18. 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.

19. 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.”**

20. 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**

- 21. 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.
- 22. 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 where there is no public procurement.
23. The correspondence showed that the applicant complied generally with Directions.
  24. The terms of this dispensation from the requirements of Section 20, are:
  25. That this only covers additional roof and roof edge repair works set out at paragraph 15 above. No dispensation for any prior report, fees, nor ancillary work is given because it was not specifically sought. Its cost will be subject to the annual cap of £250.
  26. This dispensation does not extend to any other works at the Property. This is because they do not form part of this application.
  27. The applicant will meet all of its costs arising from the making and determination of this application. These costs cannot be recovered from any leaseholder as service charge or as an administrative charge but, must be met, in this case entirely by the RTM Company itself.
  28. **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

28 November 2023