



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

Case reference : **CAM/00MX/LDC/2024/0613**

Property : **The Denham Film Studios, North
Orbital Road, Buckinghamshire, UB9
5HQ**

Applicant : **Denham Media Park Management
Limited**

Representative : **Ms A Theophanos, Ringley Law**

Respondent : **All leaseholders of dwellings at the
Property**

Representative : **In person**

Type of application : **An application under section 20ZA of
the Landlord and Tenant Act 1985**

Tribunal members : **First-tier Tribunal Judge K Gray**

Venue : **Remote hearing by CVP**

Date of decision : **14 March 2025**

DECISION

Decisions of the tribunal

- (1) The tribunal grants the Applicant dispensation with the applicable consultation requirements in respect of the roofing works carried out at the property by Advance Roofing Solutions in or around October 2024 at a cost of £92,131.92 including VAT.
- (2) The tribunal was not asked to make an order under section 20C of the Landlord and Tenant Act 1985 nor any order in respect of the reimbursement of the tribunal fees paid by the Applicant and makes no such orders.

The application

1. By an application dated 7 October 2024 made pursuant to s.20ZA of the Landlord and Tenant Act 1985, the Applicant seeks dispensation with the applicable consultation requirements in relation to qualifying works.
2. All the leaseholders of the block are parties to the application as Respondents. By directions dated 14 November 2024, the tribunal directed any leaseholders wishing to oppose the application to send a statement in response to the application by 9 December 2024.
3. One leaseholder, Mr Christopher Ohanians of 2 Korda House, Stanley Kubrick Road, opposed the application on the grounds discussed more fully below.

The hearing

4. The hearing took place on 28 February 2025 by CVP. The Applicant was represented at the hearing by Ms Theophanos, a paralegal at Ringley Law. Mr Ohanians attended in person. None of the other Respondents attended the hearing, nor were they represented.
5. The day before the hearing Mr Ohanians filed and served the witness statement of Simon Bester dated 21 February 2025 and of Randeep Gill dated 23 February 2025. The Applicant did not object to these statements being admitted and in those circumstances I agreed to their admission so that I could consider all the available evidence in the resolution of this dispute.
6. I heard oral evidence from Ms Catherine Griffin, the property manager for the block. Ms Griffin confirmed the contents of her witness statements dated 20 November 2024 and 19 December 2024. She was cross-examined by Mr Ohanians. The Appellant also relied on the witness statements of Anita Mudhar dated 17 December 2024, Kartik

Patel dated 18 December 2024 and Rachel Hughes dated 17 December 2024. These witnesses did not attend the hearing.

7. Mr Ohanians did not give oral evidence. Neither Mr Bester nor Mr Gill attended the hearing.
8. Both Ms Theophanos and Mr Ohanians made helpful submissions before the conclusion of the hearing. I reserved my decision.

The background

9. The Denham Film Studios, being the property which is the subject of this application, is a Grade 2 listed building comprising residential flats. At least part of the building has a flat roof. Neither party requested an inspection of the property and the tribunal did not consider that an inspection was necessary, nor would it have been proportionate to the issues in dispute.
10. The application relates to what the Applicant says were urgent repair works to the flat roof of the building which were carried out in order to address water ingress into the building. The water ingress was causing black mould growth within the residential flats. There were concerns about what might happen to the electrical systems installed in the building if they were exposed to water.
11. The works were carried out by Advance Roofing Solutions in or around October 2024. The total cost of the works was £92,131.92 including VAT.

The issues and the legal framework

12. At the start of the hearing the parties agreed that the only issue the tribunal is required to determine is whether it should dispense with the consultation requirements, considering and applying the factors identified in ***Daejan Investments Limited v Benson & Ors*** [2013] UKSC 14 namely:
 - (i) sections 19 to 20ZA [of the 1985 Act] are directed towards ensuring that tenants of flats are not required (i) to pay for unnecessary services or services which are provided to a defective standard, and (ii) to pay more than they should for services which are necessary and are provided to an acceptable standard.
 - (ii) The issue on which the FTT should focus when entertaining an application by a landlord under section 20ZA(1) must be the extent, if any, to which

the tenants were prejudiced in either respect by the failure of the landlord to comply with the Requirements.

- (iii) the legal burden of proof is and remains throughout on the landlord, however the factual burden of identifying some relevant prejudice that they would or might have suffered is on the tenants.
 - (iv) once the tenants have shown a credible case for prejudice, the FTT should look to the landlord to rebut it.
 - (v) the tenants have an obligation to identify what they would have said, given that their complaint is that they have been deprived of the opportunity to say it. Indeed, in most cases, they will be better off, as, knowing how the works have progressed, they will have the added benefit of wisdom of hindsight to assist them before the FTT.
13. Having heard evidence and submissions from the parties and having considered all of the documents provided, the tribunal makes determinations on the various issues as follows.

Findings

- 14. I found Ms Griffin to be a helpful witness. She gave her evidence clearly and straightforwardly and was able to answer Mr Ohanian's questions in cross-examination in a detailed and knowledgeable manner. Having considered Ms Griffin's oral and written evidence as well as the written evidence referred to above, I make the following findings.
- 15. Ms Griffin works for Ringley Limited (t/as Ringley Chartered Surveyors). Ringley is the managing agents appointed to manage the property and have been so appointed since 11 August 2023.
- 16. Ms Griffin first became aware that the building was experiencing water ingress in December 2023, though she was not then aware of the severity of the problem. At around the same time, she also found out that the owners of flats in the building had reported leaks to the previous managing agent.
- 17. In or around August 2024, Ringley instructed a surveyor to compile a CAPEX plan. The surveyor identified that the flat roof of the building needed to be fully overhauled at a cost of c.£400,000. This was when Ms Griffin became aware of the urgent need to undertake works to keep the property watertight.

18. In the meantime, the condition of the building was deteriorating due to the water ingress. Some residents were experiencing black mould growth in their flats and there were concerns about water getting into the electrical systems and creating a fire hazard.
19. There were insufficient service charge funds to replace the whole of the flat roof in accordance with the recommendations set out in the CAPEX report. Accordingly, the Applicant decided to overhaul part of the roof only, above those flats that were experiencing water ingress. In October 2024, a service charge budget was set to include those works and demands sent out. This application for dispensation was made at roughly the same time.
20. The Applicant obtained two quotations in respect of the roof works required above flats 37, 44 and 48 – one from ABC Maintenance South Limited and another from Advance Roofing Solutions. These were the only contractors available and willing to quote for the work at the time. Though ABC Maintenance South Limited provided a cheaper quote for the work, the Applicant instructed Advance Roofing Solutions because the directors of the Applicant had received recommendations about the quality of their work. Further, the surveyor appointed by the Applicant agreed that Advance Roofing Solutions had a good reputation in the market.
21. Works began to the roof in or around September or October 2024. Scaffolding was erected around the building in the locations advised by Advance Roofing Solutions.
22. Once the work commenced, the contractors discovered that further work was urgently required to the roof above flats 38, 39, 40, 41, 42 and 43. Advance Roofing Solutions provided a further quote for this work and the Applicant instructed them to complete the further works as part of the same project. The Applicant did not seek any other quotes for this work as the scaffolding was already up and the contractor instructed, and the Applicant therefore considered it unlikely that any costs savings would be made by instructing another contractor.
23. Since the completion of the works there have been no further instances of water ingress in the block. If the rest of the roof is overhauled as recommended by the CAPEX report and the work is completed by Advance Roofing Solutions, the roof will have the benefit of a 20 year guarantee.

The objection

24. In objecting to the application, Mr Ohanians raised the following points.

25. First, he asserted that the Applicant knew that the works needed to be carried out in April 2024 (when it obtained the first quote from Advance Roofing Solutions) or when it obtained the CAPEX report. It could have engaged in a consultation exercise with the tenants before the contract for the work was placed in September 2024.
26. However, an application for dispensation will always be made in circumstances where there has been some failure to comply with the applicable consultation requirements. In this case, the works have been completed and the failure to consult cannot be undone. I am required to consider the extent to which Mr Ohanians has suffered relevant prejudice as a result.
27. Secondly, he points out that only two quotes were obtained before the contract was placed with Advance Roofing Solutions, and that no quotes were obtained from any other contractor before the extra work (to flats 38, 39, 40, 41, 42 and 43) was carried out. He is concerned that Advance Roofing Solutions were suggested for the project by the directors of the Applicant. It is not his case that the contract should have been placed with ABC Maintenance South Limited. This is because he thought that ABC Maintenance South Limited may have been involved with previous poor work to the roof instructed by previous managing agents. Rather, he says that the Applicant should have sought quotations more widely.
28. However, Mr Ohanians did not provide any alternative quotations from other contractors that would tend to show that the works could have been carried out at a more reasonable cost. Further, I accept Ms Griffin's clear and straightforward evidence that ABC Maintenance South Limited and Advance Roofing Solutions were the only companies that were willing and available to provide a quotation for the works at the time. I also accept that once the scaffolding was up and Advance Roofing Solutions had begun work, and given the need to secure a 20 year guarantee for the works, it would not have been reasonable or proportionate for the Applicant to approach other companies to quote for the additional works identified by Advance Roofing Solutions. In these circumstances, in my judgment Mr Ohanians has not identified any evidence that would suggest that he has suffered relevant prejudice as a result of the Applicant's failure to obtain more than two quotes for the work and its failure to obtain any additional quotes for the further work identified by Advance Roofing Solutions.
29. Thirdly, Mr Ohanians asserted that the directors of the Applicant have not taken proper account of the fact that leaseholders of some of the flats in the building have mortgages secured on their properties, and that the decision to carry out the roof works and seek dispensation from the consultation requirements has left leaseholders with little time to plan for the increased costs alongside their mortgage instalments. However, Mr Ohanians accepted that he had provided no evidence to suggest that the works could have been carried out in a different way (for example in

phases) in order to ease the financial pressure on leaseholders. Nor was there any evidence before me of Mr Ohanians' own financial circumstances. Further, as set out above, the Applicant elected not to overhaul the entire roof as recommended by the CAPEX report but to proceed only with works to the areas of the flat roof where water ingress was already occurring. For these reasons, in my judgment Mr Ohanians has not identified any evidence that would suggest that he has suffered relevant prejudice as a result of these matters.

30. Fourthly, Mr Ohanians says that the Applicant has failed to act transparently and fairly; has failed to explore cost-effective solutions to the water ingress problem; and has failed to ensure that the leaseholders are given a voice in decisions that affect them financially. However, as set out above, it is for Mr Ohanians to identify what he would have said had a consultation in accordance with the applicable regulations been carried out. When asked about this, Mr Ohanians said that he would have asked the Applicant to obtain other quotes for the works. However, on the facts as I have found them above, no other roofing contractors were willing or available to provide such a quote at the time.
31. Fifthly, Mr Ohanians asserted that the scaffolding erected in order to complete the works was excessive. However, there was no evidence before me to support this assertion and I have accepted Ms Griffin's evidence that scaffolding was erected as required by Advance Roofing Solutions.
32. Finally, Mr Ohanians asserted that the roof works completed by Advance Roofing Solutions would not have the benefit of a guarantee. However there was again no evidence to support this assertion. I accept what Ms Griffin said about the guarantee, which was supported by the quotes of Advance Roofing Solutions which state that *"Triflex ProTect HD is both BBA & ETA approved and certified and is covered by a 20 year guarantee however, we would not be able to guarantee these works unless the whole roof was overlaid"*.
33. For the reasons set out above, Mr Ohanians has not identified any matters that would suggest that he has suffered any relevant prejudice as a result of the Applicant's failure to comply with the consultation requirements. It is in my judgment accordingly appropriate to grant the relief sought by the Applicant. The Applicant is therefore granted dispensation with the applicable consultation requirements in respect of the roofing works carried out by Advance Roofing Solutions in or around October 2024 at a cost of £92,131.92 including VAT.
34. I was not asked to make an order under section 20C of the Landlord and Tenant Act 1985 nor any order in respect of the reimbursement of the tribunal fees paid by the Applicant and I accordingly make no such orders.

Name: First-tier Tribunal Judge K
Gray

Date: 14 March 2025

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 a party wishes to appeal 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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).