FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case reference	**:**	**BIR/41UC/LDC/2024/0016**
Properties	**:**	**Various Properties in the ownership of Trent & Dove Housing Limited as Landlord**
Applicant	**:**	**Trent & Dove Housing Limited**
Representative	**:**	**Mr David Nuttall of Counsel**
Respondents	**:**	**The lessees of properties in the ownership of Trent & Dove Housing Limited**
Representatives	**:**	**None**
Type of application	**:**	**An application under section 20ZA of the Landlord and Tenant Act 1985 for the dispensation of the consultation requirements in respect of qualifying works**
Tribunal member	**:**	**Mr Graham Freckelton FRICS (Chairman)** **Judge Naomi Candlin** **Mr Neil Atherton MRICS**
Date and place of hearing	**:**	**A Remote Hearing was held on 10th March 2025**
Date of decision	**:**	**20th March 2025**

DECISION

Background

1. The Applicant has applied for a decision by this Tribunal that it may dispense with the consultation requirements contained in section 20 of the Landlord and Tenant Act 1985 and the Service Charges (Consultation Requirements) (England) Regulations 2003 ("the Regulations") in respect of a qualifying long term agreement ("QLTA") to provide ongoing repairs over several years to 339 flats in its portfolio of residential properties. These legal provisions are explained in more detail below.

2. Unless there is full compliance with the consultation requirements, or a dispensation application is granted, the Applicant is prevented by law from recovering more than £100.00 per Respondent in respect of costs under the QLTA. Therefore, it has made the Application, which was dated 13th June 2024. The Application contained a detailed Statement of Case setting out the reason for making the Application.

3. Directions were issued on 12th and 14th August 2024 requiring the Applicant to serve all the Respondents by email, hand delivery or first-class post by 6th September 2024 setting out the following:

   (a) Informing them of the application;
   (b) Advising them that a copy of the application (with all personal leaseholder details deleted), statement of case, supporting documents and a copy of the Directions will be available on the Applicant's website, advising them of the URL address, and notifying them that any response to the application should be made by 4th October 2024 using the Reply Form at the end of the Directions;
   (c) Informing the Respondents that if they wish to receive a printed copy of the application and the Directions, they should write to the Applicant by 20th September 2024 who will then send printed copies.
   (d) Advise the leaseholders that as the application progresses additional documents will be added to the website, including the final decision of the Tribunal.

4. The Respondents were all given an opportunity to respond to the Application and make their views known as to whether the Tribunal should grant it. Seven objections were received which are dealt with below.

5. The Application has been referred to the Tribunal for determination. Five of the objectors requested a hearing and a remote video hearing was arranged for 10th March 2025. This is the decision on the Application.

The Law

6. The Landlord and Tenant Act 1985 (as amended) imposes statutory controls over the amount of service charge that can be charged to long leaseholders. If a service charge is a "relevant cost" under section 18, then the costs incurred can only be taken into account in the service charge if they are reasonably incurred or works carried out are of a reasonable standard (section 19).

7. Section 20 imposes an additional control. It limits the leaseholder's contribution towards a service charge to £100.00 for payments due under a long term service agreement unless "consultation requirements" have been either complied with or dispensed with. There are thus two options for a person seeking to collect a service charge for services under a long term agreement (i.e. for a term of more than 12 months) costing more than £100.00. The

two options are: comply with "consultation requirements" or obtain dispensation from them. Either option is available.

8. To comply with consultation requirements a person collecting a service charge has to follow procedures set out in the Service Charges (Consultation Requirements) (England) Regulations 2003 (see section 20ZA(4)).

9. To obtain dispensation, an application has to be made to this Tribunal. We may grant it if we are satisfied that it is reasonable to dispense with the consultation requirements (section 20ZA(1) of the Act).

10. The Tribunal's role in an application under section 20ZA is therefore not to decide whether it would be reasonable to enter into the long term agreement, but to decide whether it would be reasonable to dispense with the consultation requirements.

11. The Supreme Court case of *Daejan Investments Ltd v Benson* [2013] UKSC 14; [2013] 1 WLR 854 (hereafter *Daejan*) sets out the current authoritative jurisprudence on section 20ZA. This case is binding on the Tribunal. *Daejan* requires the Tribunal to focus on the extent to which the leaseholders would be prejudiced if the landlord did not consult under the consultation regulations. It is for the landlord to satisfy the Tribunal that it is reasonable to dispense with the consultation requirements; if so, it is for the leaseholders to establish that there is some relevant prejudice which they would or might suffer, and for the landlord then to rebut that case.

12. The Tribunal may impose conditions on the grant of dispensation.

13. The general approach to be adopted by the Tribunal, following *Daejan*, has been summarised in paragraph 17 of the judgement of His Honour Judge Stuart Bridge in *Aster Communities v Chapman* [2020] UKUT 0177 (LC) as follows:

> *"The exercise of the jurisdiction to dispense with the consultation requirements stands or falls on the issue of prejudice. If the tenants fail to establish prejudice, the tribunal must grant dispensation, and in such circumstances dispensation may well be unconditional, although the tribunal may impose a condition that the landlord pay any costs reasonably incurred by the tenants in resisting the application. If the tenants succeed in proving prejudice, the tribunal may refuse dispensation, even on robust conditions, although it is more likely that conditional dispensation will be granted, the conditions being set to compensate the tenants for the prejudice they have suffered."*

The Applicant's Submissions

14. In its written submissions and at the hearing the Applicant outlined its case.

15. The Applicant's case is that it has a portfolio of around 6,500 properties, of which 339 are the leaseholders of flats held on either shared ownership leases or long leases which were acquired (either by the lessee or their predecessor in title) under the right to buy/acquire scheme. These leaseholders are liable to pay a variable service charge. Copies of both a sample shared ownership lease and a long lease under the 'right to buy' scheme were provided by the Applicant.

16. The Applicant submitted that following a survey in 2018 it was determined that repair, maintenance and renewal works were required to a number of properties within the Applicant's stock. For the purposes of efficiency, the Applicant decided to enter into an

agreement with a single contractor to carry out these works over a number of years. This constituted a qualifying long term agreement (QLTA).

17. The Applicant notified the leaseholders of its intention to put the QLTA out for tender on 11th November 2019 inviting observations. This was sent to each of the Respondents or their predecessors in title.

18. The Applicant further submitted that due to the high overall value of the QLTA potentially being in excess of £16 million the Public Contracts Regulations 2015 were triggered. This meant that the Applicant was required to publish notice of the QLTA on the UK e-notification service as defined in the regulations. The Applicant had followed the process as required.

19. It was submitted that following notification to the leaseholders the process was carried out and it led to tenders being put forward by two companies. The Applicant proposed to select the cheaper of the two, being Novus Property Solutions Limited. Internal authorisation for the appointment was given on 24th of April 2020. The Applicant then provided notice of its proposal to appoint Novus on 22nd June 2020.

20. The Applicant submitted that its intention had always been to recover the sums payable under the QLTA as they arose via the service charge. It appreciated that such sums would be limited to £100.00 per property if the statutory consultation provisions were not complied with.

21. The Applicant now submitted that it had come to its attention that arguably the consultation for the QLTA did not strictly comply with the statutory regime. It was further submitted that the Applicant did not believe there was any prejudice to any of the Respondents' by these defects. However, the Applicant had elected to be proactive in making the application and inviting the Tribunal to give it dispensation, as far as necessary, from the consultation requirements.

22. The Applicant confirmed, for the avoidance of doubt, that it was not seeking any determination in respect of the reasonableness or recoverability of the sums themselves as this would be a matter for one or more of the Respondents' to bring such an application.

23. The Applicant detailed the consultation steps it had followed. On 11th November 2019 it sent a Notice of Intention to each of the Respondents. This stated:

    a) The Applicant's intention to enter into the QLTA;
    b) The description, in general terms, of the relevant matters which formed the subject matter of the QLTA, explaining the features of the block which the works will apply to;
    c) The reason why it's considered a QLTA to be necessary in that:
    'We consider it necessary to enter into the long term agreement to generate efficiencies through economies of scale and to deliver works as identified through an independent stock condition survey'.
    d) It invited observations within 30 days of the date of notice although it then stated that the consultation period would end on 11th December 2019.

24. The Applicant accepted that the notice of 11th November 2019 did not specifically address why each of the works, forming the subject matter of the QLTA were themselves necessary. It did make reference to the independent stock condition survey but did not specifically set out why each specified item required works. However, at that stage, the precise scope of each

item of work was not known and the Applicant did not therefore accept that this was a breach of the Regulations.

25. The Applicant also accepted that the notice of 11th November 2019 erroneously invited nominations of contractors from the leaseholders. This, in the opinion of the Applicant, was unnecessary due to the fact that this was a case where public notice was given. However, because nominations were in fact invited the notice did not explain that the public procurement process applied which was a breach of Para 1(2)(d) Sch 2 of the Regulations. It was also accepted that the notice of 11th November 2019 would not have given 30 clear days for observations if a leaseholder had treated 11th December 2019 as being the last day for observations. However, the notice did state in two locations that observations were required within 30 days.

26. On 22nd June 2020 the Applicant sent notices to the Respondents which were intended to be the Notice of Proposals. In compliance with Para 4 onwards of Sch 2 of the Regulations this notice:

    a) Gave the name of the party which will be part of the QLTA, being Novus Property Solutions Limited;
    b) Confirmed that there was no conflict of interest;
    c) Confirmed that the total estimated cost of the QLTA would be £16.7 million;
    d) Confirmed that it was not possible to give a further breakdown of those costs as regards individual leaseholders but explained when the estimates for the individual yearly costs would be provided;
    e) Stated the intended duration of the QLTA;
    f) Provided details of how the full proposal could be inspected;
    g) Invited written observations within 30 days, although then specified that the observations should be received by 22nd July 2020;
    h) Set out a summary of the observations received to the Notice of Intention dated 11th November 2019.

27. The Applicant accepted that the notice of 22nd June 2020 did not provide the address for Novus Property Solutions Limited in breach of Para 4(2)(a) of Sch 2 of the Regulations. It also accepted that if a leaseholder had treated 22nd July 2020 as being the last day for observations the notice would not have given 30 clear days. However, the notice also stated that observations were required within 30 days.

28. The Applicant submitted that although not the subject matter of this application it had sent notices of works as required.

29. The Applicant referred the case of *Daejan v Benson* which is detailed in paragraphs 11 – 13 above. The Applicant submitted that it was arguable that there has been a breach of the consultation requirements but that at worst the breach was:

    a) Giving insufficient detail about the works which would form part of the QLTA;
    b) Not giving the address of the contractor;
    c) Not specifying that the public procurement rules applied; and
    d) Indicating to leaseholders that they had a day or two less than the full 30 days required for observations.

30. The Applicant submitted that the legal burden was on the Applicant to bring the application and as such it sought to establish prima facie, that dispensation was appropriate.

31. The Applicant submitted that the leaseholders were informed that the QLTA was being tendered for and that it would be entered into. The deficiencies were mainly technical and it was difficult to imagine what prejudice a leaseholder would face as a result. The consultation requirements were overwhelmingly complied with.

32. It was further submitted that the ambit of the required consultation process in this case was more limited than in most cases as the fairness and openness of the tendering process was met by the public procurement rules rather than by consideration of the leaseholders' nominated contractors. As such, the role which leaseholders could play was far more limited.

33. The Applicant confirmed that regardless of any breach, some 15 leaseholders each provided observations to the Notice of 11th November 2019 and it could not therefore be said that they were in any sense kept out of the process. Indeed, the Applicant continued to accept and respond to observations after the dates mentioned in the Notice. Details of those observations and the comments of the Applicant were included in the bundle provided. At the same time, it was submitted that any failure to specify the exact nature of the works in the Notice of 11th November 2019 was cured by the Notice of Proposals dated 22nd June 2020 and if any leaseholders had any observations as to the full scope of the works, these could have been considered by the Applicant at that stage.

34. The Applicant further submitted that it remained open to leaseholders to make observations in respect of any Notice of Works served in respect of the QLTA and that four years later no leaseholder has suggested that they had faced any specific prejudice by any breaches of the consultation process.

The Witness Statement of Mr Tony Price

35. A signed witness statement was produced by Mr Tony Price, an employee of the Applicant. This confirmed the grounds of the application detailed above but briefly, further confirmed:

a) The application relates to the qualifying long term agreement ('QLTA') between the Applicant and Novus.
b) An independent stock survey took place in 2018 and identified the need for repair, maintenance and renewal works to a number of properties. The Applicant decided to enter into an agreement with a single contractor to carry out these works over a number of years.
c) On 11th November 2019 the Applicant notified leaseholders of its intention to enter into a QLTA and this was sent to each of the Respondents or their predecessors in title.
d) The Notice of Intention described generally the subject matter of the QLTA and set out the reasons why it was necessary. It did not specifically set out why each specified item required works to be carried out.
e) The Notice of Intention also invited observations within 30 days of the date of notice but stated that the consultation period would end on 11th December 2019. Observations from the leaseholders were received and fully considered after the stated deadline.
f) Due to the value of the QLTA the Applicant was required to publish notice of the QLTA on the UK e-notification service. Tenders were submitted by two companies and the Applicant proposed to select the cheaper of the two, Novus Property Solutions Limited ('Novus'). Internal authorisation for the appointment was given on 24th April 2020.
g) On 22nd June 2020 the Applicant sent Notice of its Proposal to appoint Novus to the Respondents. The notice confirmed the total estimated costs and also confirmed that it would not be possible to provide individual breakdown for each leaseholder at that time.
h) Written observations were invited to be given within 30 days which was specified as being 22nd July 2020 which would not have given 30 clear days. However, any observations

from leaseholders that were received after the stated deadline were fully considered. In actual fact three responses were received after 22nd July 2020 and duly considered. These were from the leaseholders of: 23 Sandalwood Road which was received on 23rd July 2020; 13 Blackthorn Road received on 30th July 2020 and 13 Sycamore Road received on 31st July 2020.

i) The Notice of Proposal was sent by an external printing company to all affected leaseholders. A template letter was provided to the printing company along with a mail merge database.

j) In the objections to the application, it has been alleged that some Respondents did not receive the Notice of Proposal. However, the addresses of those Respondents were included on the database so the Notice of Proposals would have been sent.

k) Ms Hardy of 3 Sycamore Road was given an opportunity to review the entirety of the documentation relating to the Notice of Proposal in November 2021 and attended at the offices of the Applicant on 1st November 2021. The Association was operating under Covid restrictions at that time and the documentation was made available on a laptop for Ms Hardy to view in one of the meeting rooms. Ms Hardy did ask some general questions which were addressed at the time. Attached to the witness statement was a copy of the attendance note. Ms Hardy made no comment in respect of the QLTA.

l) The witness statement concludes in submitting that as there is no identifiable prejudice, the Applicant seeks dispensation from the QLTA consultation.

The Respondent's Submissions and The Applicant's Response

36. In their written submissions seven Respondents have objected to the Application by completing and submitting the 'Reply Form' included with the Directions. Five Respondents requested a hearing and two confirmed they would be prepared for the matter to be dealt with by a paper determination.

37. A hearing was arranged on Monday 10th March 2025. This was attended by Mr David Nuttall of Counsel and Mr Tony Price on behalf of the Applicant. Mr Przemyslaw Kmiec attended as one of the Respondents.

The Reply Forms

38. In the first instance the Tribunal considered the issues raised in the 'Reply Forms' sent out with the Directions.

39. The first objector owns a property on Tennyson Road, Burton on Trent. They object to the application but give no reason for such objection.

40. The Applicant submits in response that it received an email response generally objecting to the application dated 1st November 2023. The Applicant responded to this at the time.

41. The second objector owns a property on Dunedin Crescent, Burton on Trent. They submit that when they purchased the property in December 2021 their mortgage company requested from the Applicant details of any planned renovation work. A letter was received from the Applicant dated 3rd February 2021 confirming there was no planned work for five years. On 20th March 2023 they received a letter confirming payment of £5,366.88 was required for a new roof. They had obtained an alternative quotation of £4,125.00. A further invoice was received on 1st April 2024 for payment of £6,489.00 and this was subsequently amended to £8.491.51.

42. Based on the above the second objector submits they were misled in 2021 when they were told there would be no repairs. They also submit that the cost was unreasonably high

compared to their own quotation and that they were unable to take part in the consultation process in 2019 – 2020.

43. The Applicant submits in response that a revised s125 Offer Notice was made on 18th May 2021. This made it clear that works were proposed before the purchase was completed. The objector was not consulted under the Qualifying Works Consultation process because they were not an owner at that time. Any concerns regarding the cost of the works can be challenged separately.

44. The third objector owns a property on Longfellow Close, Burton on Trent. They object to the application as the consultation has been carried out inadequately which has resulted in a negative impact on their family life by causing unnecessary stress due to the unreasonable increase in the final invoice they received. In particular, it is submitted that the details regarding works could be better explained and the address of the contractor should not be hidden on the notices sent to leaseholders. In the opinion of this objector because the Applicant has admitted that the previous consultation was carried out incorrectly this application should not be granted.

45. The Applicant submits, in response that it understands this objection is in respect of the cost of the work, which is not part of this application.

46. The fourth objector owns a property on Dunedin Crescent, Burton upon Trent and submits that the application should not be granted because consultation had been carried out inadequately which had a greatly negative impact on their family's life by causing unnecessary stress due to the unfair treatment they had experienced. It was submitted that the consultation was done incorrectly as not enough information was provided and some information was inaccurate. No information was provided regarding the contact details for the contractor and no evidence that the contractor was appropriate to complete the work.

47. It was submitted that Novus Property Solutions Ltd had arranged multiple dates to contact and meet residents in their block but did not attend. The cost of the works had increased from £6,489.00 to £8,491.51 which amounted to some 30.86%. A further company had been contacted to inspect the work carried out and had reported that the work was not to an acceptable standard and further additional works were required to fix outstanding issues.

48. The Applicant submits in response that the objector does not explain why the breaches of the QLTA Consultation caused stress, prejudice or any disadvantage. The complaint was in respect of adequacy and cost of works which could be challenged but did not form part of this application.

49. The fifth objector owns a property on Sycamore Road, Burton on Trent. They object to the application as they submit it goes against the rights of the leaseholders to have their say. It is also submitted that a large invoice has already been received and that they assume that the Applicant can just decide that works need to be done without consultation and then charge the leaseholders further costs. In the opinion of the objector, the roof is not in disrepair and does not require replacement. It was also submitted that they did not receive the Notice of Proposals in June 2020 and would be unable to pay for the works.

50. The Applicant submits, in response that the necessity or otherwise of the works to the roof does not form part of this application. The objector states that she did not receive the Notice of Proposal but this was sent by an external printing company and proof of posting supplied. However, even if that was not the case there is no explanation of why there was any prejudice.

51. The sixth objector owns properties on Masefield Crescent and Eaton Road, Burton on Trent and submits that they did not receive copies of the Notice of Intention or Notice of Proposal and that as they were unable to take part in the consultation process. They have been prejudiced accordingly.

52. In response, the Applicant submits that there is no evidence of disadvantage or loss as a result of not commenting on the formation of the QLTA with Novus and all future qualifying works would be consulted on separately.

53. The seventh objector owns a property on Blackthorn Road, Burton on Trent and submits that prior to commencement of works they requested proof of the consultation letters. They received copies of letters which were not addressed either to them or anyone else. There was no proof of postage. They submit that in their opinion an inaccurate costing list was sent to them and they do not consider that a proper consultation was undertaken. They conclude by confirming they have paid the roof cost under protest to prevent the Applicant taking legal action against them.

54. In response, the Applicant submits that consultation letters were sent out to the correspondence addresses they held and, in any event, there would be no prejudice suffered. In particular, the consultation was solely in respect of the QLTA and observations were provided in respect of the Notice of Works completed in November 2021.

55. By implication as no response has been received from them following the Directions being issued, the Tribunal assumes that 332 leaseholders do not object to the application.

56. Five of the Respondents requested that the Tribunal should hold a hearing. They were invited by letter to confirm they wished to participate at a hearing by making oral representations or calling evidence. Only one Respondent who submitted a 'Reply Form' attended.

57. On the morning of the hearing an email was received from Ms Janette Hardy (who was one of the Respondents who submitted a 'Reply Form'), apologising that she was unable to attend the hearing but briefly stating her objections to the application which were that she did not receive the stage 2 consultation letter and that when she did, it was by email after receipt of the stage 3 letter. The name and address on the stage 2 letter were blank and, in the opinion of Ms Hardy, the lack of a stage 2 letter denied her the right to put forward any contractor of her own. Photographs were also submitted of the roof to her property and the adjacent roof indicating, in the opinion of Ms Hardy that roof repairs were not required.

58. Mr Kmiec was the only Respondent who attended the hearing. Briefly the main points of his submissions were;

    a) That he thought only a few Respondents had replied to both the consultation process and to the Tribunal's Directions as they were not generally professional individuals and did not fully understand what was happening.
    b) That not having an address for Novus had not caused an issue although its omission by the Applicant was unprofessional.
    c) That he had suffered stress due to the cost of the works to the roof rising from £6,977.91 to £8,544.93.
    d) That 30 days was not sufficient for the leaseholders to respond. This should be extended by 7-14 days.
    e) That the Dispensation process worked against the interest of the leaseholders.

59. Under questioning by Mr Nuttall, Mr Kmiec confirmed that he had made no observation on the proposed works to the roof.

Discussion and decision

60. Our view is that the Application was brought because of the administrative errors described above. Dispensation is requested because otherwise the Applicant will be unable to recover the real cost of works carried out from the Respondents, as they will be limited to recovering the statutory cap of £100.00 from each of them.

61. The Tribunal accepts the rationale for making the Application. Since *Daejan,* it has been clear that the grant of dispensation or otherwise should not be an exercise in punishing the landlord for not carrying out a full section 20 consultation. The Tribunal should concentrate on whether prejudice is suffered through the lack of full section 20 consultation.

62. None of the objectors has explained how they might be prejudiced by not having been part of the consultation exercise in respect of the QLTA agreement.

63. It is alleged by some that they did not receive some of the documentation with either the Notice of Proposal or the Notice of Intention not being sent to them. The Tribunal accepts that there is always the possibility of post not being delivered by the Royal Mail but as the documentation was sent by an external company using an up-to-date mail merge document and clearly the vast majority of the Respondents did receive it, the Tribunal does not accept that there was any deliberate intention to deprive any of the Respondents of it.

64. The Tribunal considered at some length, the question of whether the dates given in the Notices of 11th November 2019 and 22nd June 2020 gave the required 30 days to make observations or, as the Applicant had submitted, possibly only 29 days.

65. The respective dates of 11th December 2019 and 22nd July 2020 were given in the notices. On first glance it appears that the full 30 days has been given although the Tribunal accepts that it is possible to argue that this only comprises 29 'full' days. However, both notices also state that any observations must be made within '30 days'. The Applicant submits that even if the dates in each case only give 29 days, the reference on the Notices to '30 days' results in the Notices being compliant.

66. The witness statement of Mr Price makes it quite clear that the Applicant continued to respond to the Notices well after 30 days had elapsed and that three objections received well outside the consultation period were considered. In any event it is difficult to see how any of the Respondents were prejudiced by this possible error and the fact that objections were considered after the '30 day' period had ended leads the Tribunal to conclude that the Respondents were not prejudiced.

67. With regard to the address of Novus not being included on the Notice of Proposal, the Tribunal does not consider that this has a material effect on the decision to enter into a QLTA. As submitted by the Applicant at the hearing, Novus is a large company who can be easily located by a simple internet search and as submitted by Mr Kmiec, he did not consider that the lack of the address being included was an issue.

68. We do not accept that any objector will have suffered stress by the appointment of Novus under a QLTA. Those objectors who alleged stress and adverse impact on their family life did so as a result of the cost of works carried out, and that does not form part of this application. Any leaseholder who considers that the works carried out were either un-necessary, not value for money or completed to a poor standard can of course make a challenge against the service charge under section 27A of the 1985 Act.

69. Therefore, no Respondent appears to the Tribunal to have suffered or be likely to suffer any prejudice as a result of the grant of the Application.

70. We therefore **determine** that the Application is granted. The Applicant may dispense with the consultation requirements contained in section 20 of the Act in respect of the entering into of the long term qualifying agreement with Novus Property Solutions Limited for building services.

71. One issue remains which was not specifically referred to by any of the parties either in their written submissions or at the hearing, which is costs. However, for the avoidance of doubt, the Tribunal determined to deal with it at this time.

72. This Application was submitted by the Applicant because it considered that there may be irregularities in the consultation process it undertook in entering into the QLTA. Any error is therefore on the part of the Applicant and the Applicant has been entirely open in the Application as to the reason for the Application being made. The Tribunal assumes that had the errors not been made, the Application would not have been required.

73. We find it difficult to reach any other view than that the costs of this Application, arising solely out of the Applicant's error, should fall on the Applicant.

74. We therefore consider that we should make the grant of dispensation in this Application, conditional upon the Applicant not seeking any of its costs of the Application from any Respondent. That seems, to us, to be the fair and logical decision.

75. In accordance with the Directions given in this case, the Applicant shall place a copy of this decision together with an explanation of the Respondents' appeal rights on their website within 7 days of receipt and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page. The Applicant will also send a copy of this decision to every leaseholder who has objected and completed and returned the reply form attached to the Directions.

Decision

76. We **determine** that the Application is granted. The Applicant may dispense with the consultation requirements contained in section 20 of the Act in respect of the entering into of a long term agreement with Novus Property Solutions Limited for build repair and maintenance services. The grant of dispensation is **conditional** upon the Applicant not seeking any of its costs of the Application from any of the Respondents.

Appeal

77. Any appeal against this decision must be made to the Upper Tribunal (Lands Chamber). Prior to making such an appeal the party appealing must apply, in writing, to this Tribunal for permission to appeal within 28 days of the date of issue of this decision (or, if applicable, within 28 days of any decision on a review or application to set aside) identifying the decision to which the appeal relates, stating the grounds on which that party intends to rely in the appeal, and stating the result sought by the party making the application.

G S Freckelton FRICS (Chairman)
First-tier Tribunal (Property Chamber)