



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

**Case Reference** : **CAM/34UF/LDC/2025/0604**

**Property** : **Flats 1-18 Sears House,  
99 Adnitt Street  
Northampton,  
NN1 4LF**

**Applicant** : **Sears House Management  
Company Ltd (Management  
Company)**

**Representative** : **Hegarty Property Management  
(Agent)**

**Respondents** : **Leaseholders who may be liable to  
contribute at the Property noted in  
the application**

**Representative** : **None**

**Landlord** : **Sears House Management  
Company Limited**

**Type of Application** : **S20ZA of the Landlord and Tenant  
Act 1985 - dispensation of  
consultation requirements**

**Tribunal** : **N. Martindale FRICS**

**Hearing Centre** : **First tier Tribunal (Property  
Chamber) Cambridge County  
Court, 197 East Road,  
Cambridge CB1 1BA**

**Date of Decision** : **28 April 2025**

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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, only.
2. At the date of application it was stated that construction work had started. It was understood that the landlord's agent was able to recharge costs under the service charge provisions to all leaseholders in the Property.

### Background

3. The landlord, through its agent, 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 works involving removal of water ingress into one of more of the flats and communal areas at the Property. It arose from defects in a double pitched main roof and small front central dormer roof within it and related defects. The Property accommodation is on 3 levels.

### Directions

5. In response to the application dated 15 January 2025, received 9 April 2025, for dispensation from consultation of leaseholders, Directions dated 6 March 2025 were issued by Judge Wyatt, without an oral hearing. They identified that the respondents were the leaseholders of some 18 No. flats at the Property. The Directions provided for the Tribunal to determine the application on or after 28 April 2025, unless a party applied on or before 4 April 2025 for a hearing.
6. The applicant 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, with a copy of the Directions.
7. The applicant was to file with the Tribunal a letter by 21 March 2025, confirming how and when it had been done.
8. Leaseholders who objected to the application were to send a reply form and statement to the Tribunal and applicant, by 4 April 2025. 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 two copies to the Tribunal and one to each respondent leaseholder and do so by 16 April 2025.
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 application form and of a sample lease of a flat at the Property, received from the applicant only, with copy documents sent to leaseholders.

### **Applicant's Case**

11. The application, at box 4 confirms that: *"Sears House is a three storey former 1930's commercial property now converted to provide eighteen private leasehold apartments. Internal communal areas consist of an entrance vestibule, inner hallway and stairs to the upper floors and two hallways to each floor.... We believe that approximately 65 to 70% of the property is sub-let".*
12. The application at box 7 confirms that these are to be qualifying works, and had been started. They are not part of a long term contract.
13. At box 9 the applicant was content for paper determination and applied for it, at box 10, but indicated no 'Track' preference, nor indicated any 'special reason' for urgency in this case. They also stated: *"We genuinely believe that the works completed were unavoidable. Works were imminent in nature due to inclement and severe weather warnings and were able to mitigate avoidable damage."*
14. The application at 'Grounds for seeking dispensation', box 1. stated in addition: *"This application concerns the qualifying works carried out in response to the reported issue of water ingress into the top floor flat number 13, as a direct consequence of roof defects. The instructed contractor surveyed the roof by way of drone, and subsequently provided a quotation for the required repair works.... Two areas of remediation were identified by drone survey, one on each side of the roof apex. Although water was only reportedly to be entering the property from the left side valley of the apex into flat 13, it was determined that the right side was in such a condition that additional works to the right side valley would undoubtedly be required to be done at the earliest opportunity. It was noted that there is a significant build up of loose dislodged cement in the gutters on both sides of the apex."* This work appeared to the Tribunal to be centred around the small dormer set into the lower portion at the centre of the front pitch of the main double pitched roof.

15. The quotes to scaffold and repair both sides of the dormer roof and junction with the main roof were £3744 inclusive of VAT for one side, £6900 inclusive of VAT, for both sides. The contractor appeared to have re-pointed the ridge tiles (about 7No. ridge tiles) to the dormer without additional charge. The roof is finished to single lap concrete tiles with a lead lined valley to either side of the dormer ridge and pitches.
16. The application at box 2. below this, described the consultation that had been carried out or is proposed to be carried out. *“The stage one section 20 process has been served by 1<sup>st</sup> class post to all 18 leases at Sears House. Dated 8<sup>th</sup> December 2024 and with due consideration to postal delivery service the expiry date for initial observations was 13<sup>th</sup> January 2025. Since service no observations have been received.”*
17. The application at box 3. below this stated: Determination was requested to *“... negate the requirement to carry out stages two and three of the Section 20 consultation process, as it is believed that to continue with the process might be misleading to the leases...”*
18. The applicant did not include a list of the names and addresses for service of all leaseholders of the 18No. flats at the Property.
19. The applicant provided two quotes within the application form but only supported these with one final invoice in December 2024. The single invoice was from one contractor Alderman Roofing Limited. The work was essentially for works to the ridge, both pitches and valleys to the front double pitched dormer roof, within the centre of the front pitch of the double pitched main single lap tiled roof.
20. The Invoice, reference No.11643, dated 18 December 2024, from Alderman Roofing Ltd. The document set out a basic specification of works for the roof above *“Flat 13 Sears House”*. *“Supply independent scaffold, labour and materials to carry out left side of valley repairs £3744 including VAT.”* It had in typescript been amended and extended to include work to the right hand side of same: *“To utilize current scaffold and remediate right hand valley as subsequently identified to repair both left and right sides of the valley £6900 incl VAT.”* The price was £5750 plus VAT of £1150.
21. The landlord stated that they had notified all leaseholders on 20 March 2025 that works exceeding the annual £250 cap for each leaseholder had been undertaken and confirmed to leaseholders that they would be applying to the Tribunal for dispensation. Repairs were assessed to be required to the main roof. On 20 March 2025 the applicant also confirmed back to the Tribunal, that this had been done.

## Respondent's Case

22. The applicant had identified 18 No. leaseholders but there is no evidence that they provided their identities or contact addresses, to the Tribunal from whom the service charge would eventually be recovered and had been identified as the potential respondents. The applicant did not confirm that there were no objections from any leaseholder.
23. The Tribunal did not receive any objections or other representations from the leaseholders, either through the applicant, or directly.

## The Law

24. 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.
25. 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.”**
26. 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**

- 27. 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.**

28. 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. The correspondence showed that the applicant complied generally with Directions.
- 29. The terms of this Dispensation from the requirements of Section 20, are:**
30. That this only covers the work set out in the application form. No other documents detailing the extent, quality, or price of the works being carried out and/or to be undertaken in respect of the works to remedy this roof defect at the Property other than the form and the two 'estimates' from the one contractor named, as provided to the Tribunal.
31. No dispensation for any prior report, nor ancillary work before or after whichever quote or estimate was accepted by the applicant, is included in this dispensation. In this case only one contractor was contacted by the applicant and provided the work specifications and the price. This cost still remains subject to potential subsequent challenge by any respondent leaseholder, both of the item itself and/or the amount reasonably payable, in the usual way. Other than this no other items are included given dispensation because they were not specifically sought. Those other costs including any professional fees associated with the work will be subject to the annual cap of £250 per leaseholder for a contract for works rechargeable under a service charge or to a further application for dispensation if required. This is because they do not form part of this application for dispensation.
32. The applicant will meet all of its costs arising from the making and determination of this application. However these costs may be recovered from any leaseholder as service charge and/ or as an administrative charge if the lease of each unit allows for it, subject to the usual scope for leaseholder challenge to its reasonableness and payability.
- 33. 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.**





### **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 either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision.

Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

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).